



ARCHITECTS

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ARCHITECTURAL SERVICE AGREEMENT 2021

The appointment of Barak Mizrachi Architects is set out, in terms of responsibilities, liability and period of liability and duties for any given project is in accordance with the Professional Consultant's Services Agreement Committee's (PROCSA) Client/Consultant Agreement. This document has been prepared to regulate terms between the client and consultants. Details of PROCSA can be viewed on the PROCSA website at <http://www.procsa.co.za>

As registered Architects with SACAP (South African Council for the Architectural Profession), the fee calculation relative to appointment are to be set out in terms of the current Government Gazette, Vol. 662 August 2020, no. 4391, South African Council for the Architectural Profession.

The following six stages are as per the notice:

1. STAGE 1: INCEPTION

- Receive, appraise, and report on the client's requirements regarding the client's brief.
- Determine the site and rights and constraints.
- Determine budgetary constraints.
- Determine the need for consultants.
- Determine indicative project timelines
- Determine methods of contracting, and
- whether other statutory authority applications are required or desirable.

2. STAGE 2: CONCEPT AND VIABILITY (Concept Design)

- Prepare an initial design concept and advise on:
 - 2..1. the intended space provisions and planning relationships.
 - 2..2. proposed materials and intended building services; and
 - 2..3. the technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Consult with local and statutory authorities.

3. STAGE 3: DESIGN DEVELOPMENT

- Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections.
- Review the programme and budget with the client, principal consultant, or other consultants.
- Coordinate other consultants designs into building design
- Prepare design development drawings including drafting technical details and material specifications.
- Discuss and agree on the building plan application and approval requirements with the local authority.

4. STAGE 4: DOCUMENTATION AND PROCUREMENT

- Prepare documentation required for local authority building plan application submission:
 - 4..1. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission.
 - 4..2. Review the costing and programme with the consultants.
 - 4..3. Obtain the client's authority and submit documents for approval at the local authority.
- Prepare specifications for the works:
 - 4..1. Complete technical documentation sufficient for tender.
 - 4..2. Obtain offers for the execution of the works.
 - 4..3. Evaluate offers and recommend a successful tenderer for appointment.
 - 4..4. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer.
 - 4..5. Complete all remaining technical and construction documentation and coordinate same with the consultants.

5. STAGE 5: CONSTRUCTION CONTRACT ADMINISTRATION

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

6. STAGE 6: CLOSE OUT

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

7. Architectural Fee Calculation:

- As per latest Gazette of August 2020, the standard architectural fee is based on Method 1, Project cost-based fee, comprising of primary and secondary fee.
- The fee calculation will be based on the scale of fees as per table 2, Medium Complexity projects, for the building classification of H4 single residential Dwelling.
- The fee will be based on a project value of **R4 000 000** excluding vat. Should the project value change, the fee calculation or portion therefore will be based on the same sliding scale of fee as per table 2.

MEDIUM COMPLEXITY					
Cost Bracket	Value of works		Primary Fee	Plus, secondary fee	
	From	To		Add %	On balance over
	A	B	C	D	E
1.	1,00	200 000,00	18 173,66	14,14%	1,00
2.	200 001,00	650 000,00	46 443,65	13,63%	200 001,00
3.	650 001,00	2 000 000,00	107 779,60	12,12%	650 001,00
4.	2 000 001,00	4 000 000,00	271 342,39	10,60%	2 000 001,00
5.	4 000 001,00	6 500 000,00	483 368,27	10,10%	4 000 001,00
6.	6 500 001,00	13 000 000,00	735 780,06	9,59%	6 500 001,00
7.	13 000 001,00	40 000 000,00	1 359 237,34	9,09%	13 000 001,00
8.	40 000 001,00	130 000 000,00	3 812 680,86	8,58%	40 000 001,00
9.	130 000 001,00	260 000 000,00	11 536 484,71	8,33%	130 000 001,00
10.	260 000 001,00	520 000 000,00	22 364 954,85	8,08%	260 000 001,00
11.	520 000 001,00	1 040 000 000,00	43 365 624,30	7,82%	520 000 001,00
12.	1 040 000 001,00		84 054 421,44	7,57%	1 040 000 001,00

Table 2

Example fee Calculation:

Project Value/Budget	R4 000 000,00
Primary fee	R271 342,39
Secondary fee	(R4 000 000 – R2 000 001) x 13,63% =R1 999 999 x 13,63% =R211 999,86
Total Fee	Primary fee + Secondary fee R271 342,39+ R211 999,86 = R483 342,28

8. Apportionment of fees between work stages and interim payments:

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

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

9. Additional Services:

Additional services are available, stipulated under item 13 in the August 2020 gazetted fees. The additional services may be arranged prior to the work being executed.

10. Special Design Services:

Additional design services are available, stipulated under item 13.1 in the August 2020 gazetted fees. The additional design services may be arranged prior to the work being executed.

11. Special Management Services:

Additional design services are available, stipulated under item 13.2 in the August 2020 gazetted fees. The additional management services may be arranged prior to the work being executed.

12. Special Studies:

Additional studies are available, stipulated under item 13.3 in the August 2020 gazetted fees. The additional special studies may be arranged prior to the work being executed.

13. Special Submissions to Statutory Authorities

- Land Use
- Environment
- Heritage
- Trading Licences/Liquor Licences etc.

14. Work on existing premises

- Surveys and inspection, inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed.
- Restoration and renovation, services in connection of existing building.
- Heritage Buildings, services in connection with work on heritage buildings.
- Services in connection with demolition permits of existing buildings.

15. Alterations and/or Additions: as per items 20 & 21 As per Gazette of August 2020 No. 43591

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

16. Restoration of Buildings subject to Heritage legislation, as per items 22 As per Gazette of August 2020 No. 43591

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

17. Payment

- Interim fee payments will be due on completion of work stages or % thereof.
- Conventional expenses and disbursements incurred will be charged with each statement for printing, emails/faxes, phone calls, travel etc...
- Any fee charges that might become due on a time basis will be in accordance with the current recommended rates.
- Other costs, which are not part of the above fee are:
 - **Plan scrutiny fee to Municipality**
 - **Other consultants, Town planner, structural engineer, quantity surveyor, mechanical engineers, land surveyors etc...**