#### **BOARD NOTICE 167 OF 2019**



# The South African Council for the Project and Construction Management Professions

# Guideline Scope of Services and Recommended Guideline Tariff of Fees

For

Construction Health and Safety Professionals
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 September 2019

# SCHEDULE

# **Guideline Scope of Services and Tariff of Fees**

for

# **Construction Health and Safety Registered Professionals**

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#### GENERAL PROVISIONS

#### 1. **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 Health and Safety Management" is the management of project health and safety processes and duties within the Built Environment from conception to completion. The Construction Health and Safety Agent is the one point of responsibility in this regard.
- "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.
- "Construction Health and Safety Agent" means any competent person who acts as a representative for a client in managing health and safety on a construction project for the client and who has satisfied the registration criteria of the SACPCMP to perform the required functions.
- "Construction Health and Safety Manager" means a person who is appointed by an employer to manage the planning and implementation of construction health and safety systems and who has satisfied the registration criteria of the SACPCMP to perform the prescribed functions.
- "Construction Health and Safety Officer" means a person who is appointed by an employer to assist site management with the planning, implementation and management of construction health and safety systems and who has satisfied the registration criteria of the SACPCMP to perform the prescribed functions.
- "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 health and safety work identified in clause 3 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. SHORT TITLE

This Schedule is called *The Scope of Services and Recommended Guideline Tariff of Fees for Registered Construction Health and Safety Professional, Rev 2019.* 

# **GUIDELINE SCOPE OF SERVICES**

#### 3. STANDARD SERVICES

Construction Health and Safety Professionals 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

# 3.1 STAGE 1 – PROJECT INITIATION AND BRIEFING

# Definition

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

- 1.1. Demonstrate the Construction Health and Safety Professional competency and resource.
- 1.2. Define the Construction Health and Safety Professional scope of work and services.
- 1.3. Conclude the terms of the agreement with the client.
- 1.4. Assist in developing a clear construction project health and safety brief.
- 1.5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project.
- 1.6. Advise the client on the adequacy of health and safety competency and resources of the other consultants.
- 1.7. Identify construction project health and safety risk profile.
- 1.8. Attend the construction project initiation meetings.
- 1.9. Provide necessary information within the agreed scope of the construction project to the other consultants.

- Record of Construction Health and Safety Professional competency and resource
- Construction project health and safety brief
- Agreed scope of work
- · Agreed services
- Signed agreement
- Record of consultants' construction health and safety competency and resource assessments
- Schedule of required surveys, tests, analyses, site and other investigations
- Preliminary construction project risk profile
- Record of construction project health and safety risk communication

#### 3.2 STAGE 2 - CONCEPT AND FEASIBILITY

#### Definition

Finalisation of the project concept and feasibility.

- 2.1. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities.
- 2.2. Agree the format and procedures for health, safety and hygiene construction project control.
- 2.3. Agree the documentation programme with the principal consultant and other consultants.
- 2.4. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- 2.5. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- 2.6. Prepare draft construction project baseline risk assessment.
- 2.7. Prepare the draft construction project health and safety specification.
- 2.8. Advise on preliminary cost estimates/budgets for construction project health and safety.
- 2.9. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities.
- 2.10. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists.
- 2.11. Assess and approve the appropriate specialist's health and safety plans.
- 2.12. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits.
- 2.13. Attend design and consultants' meetings.
- 2.14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.

- Updated construction project health and safety risk profile
- Agreed construction project health and safety policy for the project
- Draft construction project baseline risk assessment
- Draft construction project health and safety specification
- Record of appropriate specialists' health and safety competency and resource assessments
- Schedule of required surveys, tests and other investigations and related reports
- Record of construction project health and safety risk communication
- Design risk management process
- Preliminary cost estimates/budgets for construction project health and safety
- Approved specialists' health and safety plans
- Specialists health and safety audit reports and records

#### 3.3 STAGE 3 - DESIGN DEVELOPMENT

#### **Definition**

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

- 3.1. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operationability of the structure.
- 3.2. Agree on a format for the health and safety file.
- 3.3. Review the documentation programme with the principal consultant and the other consultants.
- 3.4. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.
- 3.5. Finalise the construction project health and safety risk profile.
- 3.6. Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during the design process and finalise the construction project baseline risk assessment.
- 3.7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- 3.8. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.
- 3.9. Assess and approve necessary construction project health and safety plans for early works.
- 3.10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- 3.11. Attend design and consultants' meetings.
- 3.12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants.

- Final construction project health and safety risk profile
- Record of construction project health and safety risk communication
- Final construction project health and safety baseline risk assessment
- Updated draft construction project health and safety specification
- Design risk management records
- Schedule of precautions necessary for construction project health, safety and hygiene control
- Approved early works health and safety plans
- Early works audit reports and records
- Initial schedule of construction project health and safety cost estimates/budgets
- Template for health and safety file

#### 3.4 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.

- 4.1. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.
- 4.2. Assist in developing a clear construction project health and safety procurement process.
- 4.3. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.
- 4.4. Finalise construction project tender health and safety specifications and integrate with procurement documentation.
- 4.5. Prepare project specific health and safety documentation for distribution to contractors for inclusion into their tender / bid submissions.
- 4.6. Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget.
- 4.7. Prepare construction project health and safety mobilisation and access plans for the construction work.
- 4.8. Participate in construction project tender clarification meetings.
- 4.9. Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner.
- 4.10. Attend design and consultant meetings.
- 4.11. Assist with the preparation of contract documentation for signature.
- 4.12. Prepare construction project health and safety documentation for submission to authorities.

- Final construction project tender health and safety specifications
- Records of construction project health and safety procurement process
- Construction project health and safety tender evaluation and records
- Finalised schedule of construction project health and safety cost estimate/budget
- Construction project health and safety contract documentation
- Construction project health and safety mobilisation and access plans
- Design risk management records
- Record of construction project health and safety risk communication
- Construction project health and safety documentation for authorities
- Evaluation schedule of samples / mock-ups and products

#### 3.5 STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT

#### **Definition**

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

- 5.1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.
- 5.2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.
- 5.3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans.
- 5.4. Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors.
- 5.5. Attend regular site, technical and progress meetings.
- 5.6. Monitor design risk management.
- 5.7. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.
- 5.8. Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes.
- 5.9. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
- 5.10. Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- 5.11. Recommend stop work orders where necessary.
- 5.12. Ensure that project specific emergency response and preparedness plans are compiled and tested.
- 5.13. Conduct construction health and safety management system audits.
- 5.14. Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.
- 5.15. Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement.
- 5.16. Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.
- 5.17. Perform incident and accident investigations where necessary.
- 5.18. Monitor the compilation of the construction project health and safety file(s) by the contractor(s).
- 5.19. Prepare and maintain the consolidated health and safety file.

5.20. Prepare the structure commissioning health and safety plans.

#### Construction Project Health and Safety Deliverables

- Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments
- Permits to commence construction work
- Record of meetings, including all construction health and safety matters to be actioned
- Record of revised changes to the construction project health and safety risk profiles
- Record of revised changes to the construction project health and safety specifications
- Record of revised changes and commissioning of the construction project health and safety plans
- Record of revised construction project health and safety cost estimate/budget
- Records of design risk management
- Record of construction project health and safety audit reports
- Record of contractor(s) construction health and safety performance
- Record of construction project health and safety work stoppage reports
- Record of incident and accident investigations and corrective actions
- Record of interactions with the Compensation Commissioner or similar
- Record of construction health and safety system and plans reviews
- Record of construction project health and safety risk communication
- Interim health and safety file
- Structure commissioning health and safety plans

#### 3.6 STAGE 6 - PROJECT CLOSE OUT

## **Definition**

The process of managing and administering the project close-out, including preparation and coordination of the necessary documentation to facilitate the effective operation of the project.

# Standard Services

- 6.1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.
- 6.2. Cancel all construction project health and safety legal appointments.
- 6.3. Prepare the health and safety operations and maintenance report.
- 6.4. Prepare the consolidated construction project health and safety close-out report.

# Construction Project Health and Safety Deliverables

- Record of audits during the defects liability period
- Record of construction health and safety risk communication
- Report on approved health and safety file
- Health and safety operations and maintenance report
- Consolidated construction project health and safety close-out report

#### **General Notes**

- As these stages might overlap, the Standard Services stated hereunder may be required to be undertaken during any one of the Project Work Stages
- The order of the Standard Services does not necessarily reflect the actual sequence of implementation

#### 4. ADDITIONAL RELATED SERVICES

- Provide advice to the Client on health and safety competence and resources of proposed designers prior to arrangements being made for design work to begin.
- Prepare additional copies of the health and safety file.
- Prepare copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co operation of and co operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co operation and co ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structure's health and safety file

#### 5. COMMISSION TERMINATION

- 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 / employer 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.

# RECOMMENDED GUIDELINES TARIFF OF FEES

#### 6. 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 Health and Safety Professional, for the normal services rendered, on the basis of clauses 6 to 8. In cases where the client and Construction Health and Safety Professional have agreed that clauses 6 to 8 are not applicable, payment should be on the basis of clause 9 or as agreed according to clause 6(4)
- 6.3 The client shall reimburse the Construction Health and Safety Professional for all expenses and costs incurred in terms of clause 10 in performing his services, irrespective of whether fees are charged in terms of clauses 6 to 8, 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 Health and Safety Professional 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:
  - 6.4.1 *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
  - 6.4.2 *Small projects*: Where projects are small in monetary value and the tariff of fees for normal projects does not compensate the Construction Health and Safety Professional reasonably for the normal services to be rendered
  - 6.4.3 *Cost of the works*: Where the cost of the works is abnormally low relative to the normal services required from the Construction Health and Safety Professional.
  - 6.4.4 *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.
  - 6.4.5 Level of responsibility, liability and risk: Where unusually high demands in respect of these factors are expected to be carried by the Construction Health and Safety Professional.
- 6.5 Agreement on any adjustment of or special fees should be reached in writing at the time of the engagement of the Construction Health and Safety Professional 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:
  - 6.6.1 the sum of the fees calculated separately for each site, contract, phase or section as if they were separate works; or
  - the fee agreed to, in writing, between the client and the Construction Health and Safety Professional, 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:
  - 6.7.1 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
  - 6.7.2 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 10 may be claimed monthly.

# 7. FEES AND RATES FOR STANDARD CONSTRUCTION HEALTH AND SAFETY SERVICES

# 7.1 CONSTRUCTION HEALTH AND SAFETY SERVICES PERTAINING TO BUILDING PROJECTS

The basic rates for normal services in the Profession of Construction Health and Safety, pertaining to building projects, is calculated at the salary bands contained in following table:

Category of Staff	Comparative Public Service Salary Band	Construction Health and Safety Registration Category		
Directors / Partners /	15 / 16 <sup>1</sup> 14 /15	As appropriate.		
Specialist Consultants	13 / 14	PrCHS Agent		
Professional / Technical	12 / 13	PrCHS Agent	CHS Manager	
Staff (Senior Consultants and	11 / 122	PrCHS Agent	CHS. Manager	
Consultants)	10 / 11		CHS Manager	CHS Officer
Administrative / Secretarial	9 / 10			CHS Officer
Staff	6 to 8			CHS Officer

<sup>&</sup>lt;sup>1</sup> This salary band should only be used for exceptional reasons that require expertise at the highest level (such as an internationally recognises expert). This category cannot be used for operational/implementation consultancy services.

#### 7.2 PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT

The basic fee for normal services in the field of Construction Health and Safety Agent, pertaining to building projects, is calculated at the percentage mentioned against the *cost of the works* contained in following table:

Cost Bracket	Cost of the Works: From	Cost of the Works:	Primary Fee	Add %	For value over
1	R -	R 10,000,000	R 5,195	3.30%	R -
2	R 10,000,000	R 20,000,000	R 335,086	2.97%	R 10,000,000
3	R 20,000,000	R 40,000,000	R 632,248	2.67%	R 20,000,000
4	R 40,000,000	R 80,000,000	R 1,166,309	2.41%	R 40,000,000
5	R 80,000,000	R 160,000,000	R 2,128,450	2.11%	R 80,000,000
6	R 160,000,000	R 320,000,000	R 3,819,989	1.86%	R 160,000,000
7	R 320,000,000	R 640,000,000	R 6,795,767	1.60%	R 320,000,000
8	R 640,000,000	R 1,280,000,000	R 11,916,100	1.38%	R 640,000,000
9	R 1,280,000,000	R 2,560,000,000	R 20,727,063	1.18%	R 1,280,000,000
10	R 2,560,000,000	and above	R 35,888,570	1.02%	R 2,560,000,000

<sup>&</sup>lt;sup>2</sup> This salary band is the basis of the tabled fee scale for the Professional Construction Health and Safety Agent.

# 7.3 PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT 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	% of Total Fee
1	Project initiation and briefing	5%
2	Concept and feasibility	20%
3	Design development	20%
4	Tender documentation and procurement	10%
5	Construction and contract administration	40%
6	Project close out	5%
	TOTAL	100%

# 8. FEES FOR ADDITIONAL RELATED SERVICES

The fees for additional / supplementary services contemplated in clause 4 are to be agreed to, in writing, between the client or employer and the Construction Health and Safety Professional, prior to the commencement of the works.

# 9. TIME BASED FEES

- 9.1 Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the Construction Health and Safety Professional 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.
- 9.2 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.
- 9.3 For the purposes of this clause, the total annual cost of employment of a person 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 -
  - 9.3.1 Basic salary, or a nominal market related salary, excluding profit share and asset growth
  - 9.3.2 benefits not reflected in the basic salary, including:
    - 9.3.2.1 normal annual bonus;
    - 9.3.2.2 contribution to medical aid;
    - 9.3.2.3 group life insurance premiums borne by the employer;
    - 9.3.2.4 contribution to a pension or provident fund; and
    - 9.3.2.5 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

- 9.3.3 Amounts payable in terms of an Act, including:
  - 9.3.3.1 contributions to the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act;
  - 9.3.3.2 contributions to unemployment insurance in terms of the Unemployment Insurance Fund Act; and
  - 9.3.3.3 recoverable levies to all spheres of government
- 9.4 The applicable Hourly Fee Rates shall be the *Hourly Fee Rates For Consultants as* published by the Department of Public of Public Works (DPW) and having consideration for the Hourly Fee Rates For Consultants published by the National Department of Public Service and Administration. The latest Fee Rates are available at <a href="https://www.dpw.gov.za">www.dpw.gov.za</a>. The SACPCMP hereby makes it known that the Rates set out therein are recommended guidelines.

#### 10. EXPENSES AND COSTS

- 10.1 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
- 10.2 Recoverable expenses include:
  - 10.2.1 Travelling expenses for the conveyance of the Construction Health and Safety Professional or a member of the Construction Health and Safety Professional's staff by means of:
    - 10.2.1.1 private motor transport, including any parking charges, toll fees and related expenses;
    - 10.2.1.2 a scheduled airline or a train, bus, taxi or hired car; or
    - 10.2.1.3 non-scheduled or privately-owned air transport
  - 10.2.2 Travelling time on the basis of the rate set out in clause 9, for all time spent in travelling by the Construction Health and Safety Professional or members of his or her staff shall be as follows:
    - 10.2.2.1 when fees are paid on a time basis, all hours spent on travelling are reimbursable
    - 10.2.2.2 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
  - 10.2.3 Reasonable accommodation and subsistence expenses incurred by the Construction Health and Safety Professional or a member of his or her staff;
  - 10.2.4 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.
  - 10.2.5 Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client
  - 10.2.6 Alternatively, a lump sum or percentage of the total fees payable to the Construction Health and Safety Professional may be determined and agreed between the Construction Health and Safety Professional and the client to cater for all or any of the above

## 11. FEE FOR ALTERATIONS AND ADDITIONS

A premium of 25% of the applicable fee shall be added to take cognizance of the additional work required for alterations and additions.