YPA

ARCHITECTS

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TYPICAL TERMS OF APPOINTMENT

The following typical terms of Architect's appointment are outlined as a general guide to clients at the outset of the project. These should be read with the relevant documentation of the South African Council for the Architectural Profession (SACAP) and SAIA (South African Institute of architects) which is available on request. Since each project is unique, the final terms of the architect's appointment will be negotiated with the owner once the full scope of the project and our involvement are clarified.

1. Scope of service:

We generally offer **FOUR** levels of service:

1. Preliminary consulting (eg preliminary brief and concept design consulting)
2. Partial service architect (municipal drawings excluding full documentation, tenders, contract administration and principal agent)
3. Architect (full architects service but excluding principal agency)
4. Architect and Principal agent

The details of each of these levels of service and responsibility are in accordance with the South African Council for the Architectural Profession (SACAP) terms of service and are broadly as follows:

1. Appointment as Preliminary Consultant (eg for preliminary project involvement, briefing, gathering of necessary information, concept sketch design or general consulting).

Most projects commence with a preliminary consulting meeting or period. The objective is to investigate the project and then advise owners on specific issues, or on the feasibility of the project and what the parameters are. This enables us to review the project, and to assist in establishing a realistic brief, and to assist in the mutual definition of the project parameters and the role that we will play in this. Basic design concepts are typically reviewed. The preliminary consultation period is typically charged for on a reduced hourly basis, and normally up to an agreed maximum preliminary fee. If the project proceeds then the fees charged are offset against the total agreed fee for the project. It must be noted that detailed design drawings or resolutions, or local authority submissions are not included in this service level.

2. Partial service architect (stage 4-1 to municipal drawings excluding full documentation, obtaining tenders, contract administration and principal agent)

This service level typically follows the preliminary consulting and is typically only suitable on developer built projects or on smaller and/or residential projects where the owner is familiar with building processes and/ or employs another professional eg Project manager, administrating architect, or an expert builder/ developer to deal with the detailed documentation and construction phases. This level of service has clear responsibilities that are limited to obtaining the necessary approvals and does not extend to any aspect of the full documentation or specifications, or the delivery of the building, financial aspects, quality control tendering, contracts or management. Such appointments are done with clear procedures, and limitations in scope of work and responsibilities as per our typical Partial service guidelines. Both work and responsibilities are limited to the earlier stages of a project and if so appointed we do not get involved in the construction parts except insofar as is necessary for specific sign offs eg energy compliance.

3. Architect (standard base service excluding principal agent)

This service level typically follows the preliminary consulting phase and includes all standard architect's services up to tender stage (ie briefing, design, technical development, local authority submissions and tender documentation up to the end of stage 4-2, as well as five site visits / site meetings to clarify any design decisions or technical issues during construction). We will also undertake further site visits or involvement during construction, as per the specific requirements of the principal agent in terms of the JBCC or other suitable contract, on an hourly basis or as may otherwise be agreed in conjunction with the principal agent and owner to meet the project objectives. It must be noted that the responsibility for delivery of the project to suitable quality standards, within the budget and within the agreed time scale are not included in this service level, and these remain the responsibility of the principal agent / project manager and / or contractor, dependent on the method of contracting adopted.

4. Architect and Principal agent

If we are appointed as the principal agent in terms of the JBCC contract we would also undertake the contract administration of the project, in addition to doing the design and documentation for the project as the architect. As the principal agent we will act as the primary responsible professional on the project. Although the appointed contractor would remain responsible for the execution of the project and the building contract would be between the owner and the chosen contractor, we would act as the owners representative throughout the project until it is built. As principal agent we aim to ensure insofar as possible the delivery of the finished project to the agreed standards of quality, time and cost. This is our preferred method of appointment, since it enables us to ensure delivery of a successful building project. Note however that we do not undertake construction / "project" management services and the day to day control of the site and works, and the responsibility to execute the works to a suitable standard and to the drawings and specifications is that of the main contractor.

2. Terms of appointment:

Where fully appointed as Architects and Principal agent our terms of appointment would generally be based on the SACAP Terms of appointment (latest) and the SAIA client architect agreement (latest) . Should a partial service (eg stage 4-1: municipal approval drawings) be required from us then any construction or tendering from these drawings is done at the owners risk, and we recommend the appointment of others to complete working drawings and undertake contract / site visits prior to construction and tendering.

3. Architects fees

We generally prefer to undertake initial work on an hourly basis with an agreed maximum fee. Once the scope of the project and our involvement is clarified, and the project proceeds, we prefer to agree a fixed fee and service level based on the recommended fee scales, and with a deposit payment and a regular payment schedule. Where the value of the work is less than R1m, or is phased, or requires town planning consents, or is extended over a long period of time then the fee may be subject to further agreement and a minimum fee. Our time rates (excl VAT) are R950 / hr for Architects time and R350 / hr for Technologists or draftspersons time, and R 250/ hr for admin time. This is significantly less that the hourly rates recommended by the Council for the Architectural profession. Payment would be on a monthly pro rata basis as the work progresses, monthly or at the end of specific work stages. The above fees exclude VAT where payable, disbursements, the cost of any other consultants, municipal fees and supplementary services as outlined in the board notice (eg measure ups, models). We also generally prefer to exclude work by specialists such as detailed kitchen and joinery design and swimming pool installations unless this is part of a main contract and is under the direct control of the main contractor.

Refer to the following links:

SACAP Framework for the Professional Fees Guideline - Board Notice 72 of 2015

SACAP Annual Update of the Professional Fees Guideline - Board Notice 73 of 2015

4. Other consultants and costs

It should be noted that the services of a surveyor, safety consultant and a structural engineer are generally required, and you may require other specialist consultants (eg Quantity surveyor, landscaping, interior design) on some projects. Where we are only appointed for a partial service you will need to appoint other suitable professionals eg as principal agent). We recommend a basic foundation and structural investigation by the Engineer as soon as possible, and that a Quantity surveyor be appointed to provide budgetary advice and an accurate estimate once the proposals have been finalized. Any budgetary advice given by us will be based on m2 typical rates and we do not undertake full detailed or itemized costings as will be done by a quantity surveyor. A site survey by a land surveyor may be required to establish the boundary pegs and levels . The cost of these Professionals is not included in our fee, and they would be appointed and paid directly and separately by yourselves, although we would assist you as necessary in making such appointments. It should also be noted that Municipal fees, printing costs and other disbursements would be additional to our fees, and are charged at our

standard rates or at cost + 10%. It is noted that according to the latest fees schedule of the Government Gazette Board Notice 161 of 2001 (The Architectural Professions Act 44 of 2000), the typical fee charged for a full architects service in terms of this notice for a new house is between 7 to 10% of the total final cost excluding VAT, and would depend on the complexity and scale of the project. Complex or smaller projects and alterations are normally done on a higher fee since these can be very time consuming. Such appointment assumes that a conventional main contract (JBCC or similar) will be entered into between the owners and a reputable registered main contractor, as is recommended by the combined building Industry institutes. No allowance is made for managed or owner built contracting where we are the principal agent. Where preferred we are happy to agree to a lump sum appointment once the exact scope of work is defined. Generally it is not feasible to embark on a full architects service where the project value is less than R500 000, or on smaller projects at distant locations.

5. Services offered

The full service that we offer would typically involve 6 stages as defined more fully by SACAP. These, and some of the services involved at each stage are as follows:

1. Briefing. Discuss clients brief, view site, review statutory information, assist in establishing realistic parameters for the project, where necessary undertake briefing sketches
2. Design concept: prepare concept proposal in accordance with the clients brief.
3. Design development: Develop the agreed concept. Prepare report to include full sketch plans, budget, consultant's reports etc. Where necessary prepare site development plan
4. Technical documentation and approvals: Develop Municipal approval drawings. Prepare working drawings adequate for obtaining tenders.
5. Implementation as contract administrator and principal agent. Obtain tenders and finalize contract between contractor and owner. Coordinate delivery deliver of a well designed, quality project on time and on budget as the projects principal agent in terms of the JBCC contract.
6. Close out of project

In addition to the standard services a range of supplementary architectural services is available, including hourly consultation on specific issues, computer and physical model making, building database management, design conceptualization etc.

6. Work at Risk

Any work at Risk or partial risk will be subject to an agreement that should the project proceed in accordance with our design, in full or in part, then we will be commissioned to provide a full architects service at the recommended fees, or as otherwise may be agreed. This arrangement will only be by specific arrangement.

7. Information required at the outset of a project

Please note that we typically require the following at the outset of the project:

1. A signed agreement with the owners based on the SAIA client architect agreement 2008 and / or the SACAP recommended terms
2. A written owners and / or users brief to include accommodation required, specific finishes fixtures and fittings, concerns, any specific requirements regarding the design and usage, furniture or special usages to be accommodated and any other relevant briefing information that may affect the design
3. A budget limit indication
4. A time scale
5. A site plan and drawings of the existing where relevant and available
6. A surveyors site diagram in electronic format, with levels

8. Preliminary services

Our standard procedure on most projects is as follows:

- Undertake a preliminary briefing , information gathering and briefing sketches on a reduced hourly basis up to an agreed maximum. This is aimed at assisting the owner in making an informed decision regarding our service.
- Thereafter agree on a service level and fee for the balance of our involvement.

We aim to add value to building projects through good design. Where fully appointed we aim to add further value by ensuring that this design is delivered as a finished building within an agreed budget, risk profile and time frame, and to a good standard of workmanship.

ROB YOUNG-PUGH
YPA ARCHITECTS 2019

Note:

1. Refer to addendum A regarding Partial service commissions.
2. YPA architects cc has adequate Professional Indemnity for the projects it undertakes.
3. YPA is VAT registered and VAT will be charged on all invoices
4. Prints will be charged on supplier Cost + 10% + VAT
5. Travel time will be invoiced. Travel costs will not be invoiced for travel within a 50km radius of our office but beyond that cost R 3 / km.

FOR INFORMATION ONLY

GUIDELINES APPLICABLE TO PARTIAL SERVICE COMMISSIONS (EG MUNICIPAL APPROVALS ONLY) COMMISSIONS.

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These guidelines outline the parameters for the part service architects involvement where a partial service is commissioned (eg "municipal approvals only"), subject to the architects more detailed appointment as may be agreed with the client.

1. On such partial service Projects by Owners instruction the architects are appointed only for a partial service ie Municipal approval and not full working drawings, details, finishes, schedules, specifications, contracts, tenders or any site visits/ contract instructions etc. or as principal agent or stage 5 architect, or for any aspect of safety.

2. The architects are thus not involved with any aspect of detailed specifications or materials selections, full construction detailing, financial control, certification or managements, or any aspect of coordination, site inspections, quality control, snagging etc. Partial service appointments are only suitable for owners who have the requisite building related knowledge or who are employing others to supplement our service eg a project manager, administrating architect, or experienced contractor or contracts manager.

3. The drawings issued are thus partially complete construction documents based on the essential drawings necessary to obtain local authority approvals, and the owner and contractor must check, and supplement these as necessary, and where necessary employ additional consultants to prepare additional documentation. Partial documentation often requires minor adjustment and clarification during construction and the owner and contractor are responsible for coordinating such fine tuning. Any contracts, orderings or Construction off partially complete documentation is subject to the owner accepting the full risk of this and should appoint other specialists to supplement the architects partial documents.

4. All dimensions, setting out, fittings positions, electrical points, bathroom layouts, services, kitchen layouts, foundation depths, specifications, structural sizes etc are to be confirmed by the owner or relevant appointed consultant on site before implementing these. The drawings act as a general guide for these aspects and require owners or other appointed specialists confirmation on site of exact positions

5. Owner must advise contractor that he, his suppliers and his subcontractors should only communicate with the architects through the owner. No correspondence will be entered into between the architects with any party other than owner and engineer.

6. The owner must advise the architect of any changes that are made or required to the building as planned, or additional information that is required, before construction commences. We do not accept any responsibility or submit revised plans for changes that are made without prior notification and our approval, and we do not issue supplementary information on partial appointments once site operations have commenced. All work must be in accordance with the relevant NHBRC, SANS and other Building regulations and legal parameters. No tender, contract, ordering or construction should be made off any architects drawing without the owner and contractor checking quantities and ensuring all necessary information is available.

7. The architects will not be responsible for any risks, variations, additional costs or time delays due to partial architects documentation being used for construction. The owner must liase with the contractor regarding any additional information that he requires before any contract is finalised or construction commenced.

8. Where we are appointed to undertake Xa certification we require a record of all concealed work to be maintained. Owner to arrange photographs of all concealed insulation and we reserve the right to open up at owners cost as necessary on final inspection. We require certificates for all glass, and windows / doors types . All safety and e / double glazed glass to be stamped and certificate provided. Any issue of a Form 4 only relates to the indicated compliance eg energy and does not include certification of compliance with all aspects of the building regulations.

9. Whilst we will assist with specific problems once approvals have been obtained we do not generally visit sites on an hourly basis or become involved with post approvals site issues or problems. If we are required to assist then we would require a specific brief and we will provide a cost and methodology for our further assistance subject to agreement. Hourly rates for this involvement may be charged at SAIA rates not at our reduced rates.

10. <u>It is noted that partial service appointments carry a substantially reduced fee but that the owners risk is larger and should be mitigated accordingly</u>

RG Young-Pugh
Architect

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