

email message:

attention:	Mr. Johnny Doe
company:	
email:	johnny@doe.co.za
from:	Richard Cook
date:	07 June 2022
ref:	2022 – Standard Fee Proposal
no of pages (inclusive):	5

Dear Sir,

**Fee Proposal – New Residence
Ptn 1 of 1 Bedfordview Ext 1**

Please find attached a fee proposal for the new project. This proposal attempts to outline our service and cover our legal obligations in order to produce service that is SANS 10400 compliant in an efficient manner.

I hope this proposal meets with your approval. Please do not hesitate to contact me should you have any queries.

Please note:

1. This fee proposal excludes all Workstage 5 service (Site Inspection and Contract Administration). Should any on-site service be required, this can be negotiated as required.
2. This fee proposal offer is valid for 60 days from date above.

Thank you.

Yours faithfully,

RICHARD COOK

B.Arch (Wits) Pr.Arch MI.Arch M.GifA



richard cook consulting architects (pty) ltd

company reg: 2020 / 662898 / 07
SACAP reg: 4568

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po box 2718, saxonwold 2132

Mr. Johnny Doe

07 June 2022

Dear Sir,

**Fee Proposal – New Residence
Ptn 1 of 1 Bedfordview Ext 1**

A. SCOPE:

This fee proposal is based upon a construction budget of R 20.0 m (excl. VAT). Should the value of the contract deviate by more than 10% of this value, a revised fee is to be agreed upon.

B. SERVICE:

Our service will include the following:

1. Appraisal and Concept design,
2. Design development,
3. Construction drawings, schedules and specifications,
4. Energy Efficiency Studies, including thermal analysis, electrical diagrams and hot and cold water reticulation diagrams.
5. Prepare drawings and documents for Stage1 and Stage 2 submission and approval with the relevant Homeowners Association.
6. Prepare drawings and documents for submission and approval at the local municipality.
7. This proposal excludes all Workstage 5 service (Site Inspections and Contract Administration and all additional duties as embodied in the JBCC).

C. ARCHITECTURAL FEES:

C.1. Our fee to undertake this work will be as follows:

R 860.00* per m2 (Vat not applicable) based on 1100 m2

***Notes:**

1. Local travel will be charged for at R 5.00 / km.
2. Prints will be charged for at R 60.00 / A1 size and R 0.75 / A4 size.

C.2. The Fee payments will become due on the completion of the stages as follows (Monthly interim accounts may be submitted as required):

	Description:	
1.	Appraisal, Measure Existing, Concept design	R 130.00 m2
2.	Design Development	R 130.00 m2
3.	Stage 1 HOA submission	R 50.00 m2
4.	Construction drawings, schedules and specifications	R 360.00 m2
5.	Stage 2 HOA submission	R 50.00 m2
4.	Energy Efficiency Study and Electrical Diagrams	R 100.00 m2
5.	Municipal Submissions and approval	R 40.00 m2
	Total:	R 860.00 m2

D. ADDITIONAL COSTS:

These are additional costs that are not included in the Architects Fees and are payable by the Client.

1. **Other Professionals** (e.g. Land Surveyor, Town Planner, Engineer)
2. **Council Submission Fees.** (Paid to City of Cape Town).
3. **Special Tests** (e.g. chemical, structural or other specialist testing).
4. **Supplementary fees.** These are fees to be charged over and above the normal scale of fees and will be charged for at the following rate: R 1 050.00 per hour. Supplementary services include: Surveys, maps and models, landscaping, special studies, promotional materials, town planning investigations (including special consents and relaxations) and maintenance and operating manuals.

E. VARIATIONS:

SANS 10400 discourages variations from approved submissions. Even minor variations may necessitate a re-submission with new energy studies. Failing to comply may result in the withholding of the Occupation Certificate by the municipality. We recommend that designs are completely finalized before proceeding beyond sketch plans. Revisions after stage 3 will be charged at R 1 050.00 per hour for all new work and submissions.

F. BUILDING LINE RELAXATIONS AND TOWN PLANNING APPLICATIONS:

Building line relaxations are undertaken in the form of a Town Planning Application and constitute a material improvement in the rights and monetary value of a property. They are time consuming and require the co-operation of all neighbours (including those across roads). Building Line Relaxations can take several months to secure, and all work on the project should be halted as there is no guarantee of success with such applications. Securing neighbours and Homeowner Association permission and sign-off is the responsibility of the client. The risk of the application falls to the client alone. We charge Town Planning applications at the rate of R 1 050 / hour. This amount will be due irrespective of the success of the application. In the event of failure, a comprehensive redesign will be charged as a new project.

G. MUNICIPAL SUBMISSIONS:

Whilst we endeavour, within reason, to actively pursue the approval of all municipal submissions made by us, **WE WILL NOT BE HELD RESPONSIBLE FOR THE PERFORMANCE OR ACTIONS OF THE MUNICIPALITY IN ANY WAY.**

GENERAL DISCLAIMER:

SANS 10400 is a comprehensive legislation that requires the Architect to design and specify buildings to a determined standard. It is equally incumbent upon the Contractor and the Employers to follow through with a diligent adherence to these designs and specifications. Failure to do so will result in non-issue of the Occupation Certificate and / or legal action by the municipality. We will not be held responsible for non-compliance with our documentation.

I. CONDITIONS:

The following conditions apply:

1. All fees quoted are **exclusive of VAT**.
2. ~~Fees are due on 30 days after the presentation of the monthly statement or~~
3. Fees are due on presentation of the account. **(strike one out)**
4. Monthly interim accounts for individual workstages may be submitted if required by the Architect.
5. The Client is not entitled to 'set-off' or withhold payment for any alleged claim against either the Architect or any other party involved in the building contract. The claim is to be dealt with on its own merits.
6. Richard Cook Consulting Architects (Pty) Ltd retains the right to suspend all service until the settlement of any outstanding account.
7. Late and outstanding payments will be charged for at the rate of interest of **2% above ABSA Bank's prime lending rate** per month.
8. There will be a five year time limit to Architect's responsibility from the date of Practical Completion, suspension, postponement or termination, after which no claim whatsoever will be enforceable by the Client against the Architect arising out of or in respect of any services rendered by the Architect in respect of this agreement.
9. In the event of the agreement between the parties being terminated by either party for reasons not attributable to the Architect, the fee for the work stage currently underway together with the completed work stages, would be payable.
10. The Standard Articles of Agreement between the Architect and the Client as laid down in the Client / Architect Agreement issued by the South African Institute of Architects **(insert date and reference of such document)** shall apply to any issue upon which this agreement is silent or indistinct.
11. Should any dispute arise from this architectural appointment, the dispute shall be referred to mediation. A Mediator shall be chosen by mutual agreement, and the Mediator fees shall be borne equally by both parties. The decisions of the mediator will be binding. If no agreement is reached during mediation, the matter shall be referred to arbitration.
12. The arbitrator shall be appointed by mutual agreement, or by the president of SACAP or his/her delegated representative in accordance with the rules of the Association of Arbitrators (SA). Summary rules arbitration shall be applied. This clause is valid regardless of the termination this contract.
13. Claims against this company are limited to the cover provided by our Professional Indemnity Insurance (PSG PI 312751).

14. Such claims, once ascertained, will be reduced pro rata by the proportion of the agreed fee as a percentage of the applicable fee as published in the Government Gazette.
15. Richard Cook Consulting Architects (Pty) Ltd is not responsible for the performance of other professionals (Town Planners, Engineers, etc), drawings and documents provided by other professionals and suppliers, tender prices, the performance of Homeowner Associations, Municipalities or Municipal Services, the Contractor or any of his Sub-Contractors, Suppliers or employees.
16. Richard Cook Consulting Architects (Pty) Ltd retains the ownership of copyright to all of its intellectual property. No designs, drawings or documents may be used without our express permission.
17. The Client shall make available all such information and data as applicable to the client's requirements and the ownership status, conditions and statutory rights pertinent to the site. Richard Cook Consulting Architects (Pty) Ltd shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client. Furthermore, the Architect will not be liable should the Client fail to perform in terms of this contract.
18. Failure or omission by either party to enforce any provision of this agreement shall not constitute a waiver of such provision or affect such party's rights of such provision in the future.

J. ACKNOWLEDGMENT

Should you be satisfied with the contents of this contract and would like to engage our professional services accordingly, please would you be kind enough to sign this contract as provided for below and return to this office by either email or hard copy at your earliest convenience.

Acknowledgment by **Employer**:

I hereby acknowledge the terms and conditions of this contract and appoint Richard Cook Consulting Architects (Pty) Ltd accordingly.

NAME:	SIGNATURE:	DATE:
Mr. JOHNNY DOE		

Acknowledgment by **Architect**:

I hereby accept the appointment as Architect for the abovementioned and will render my services in a professional manner accordingly.

NAME:	SIGNATURE:	DATE:
Mr. RICHARD COOK		

Yours faithfully,

RICHARD COOK

B.Arch (Wits) Pr.Arch MI.Arch M.GlFA
