

AMENDMENT TO SERVICE LEVEL AGREEMENT

PROJECT REFERENCE NUMBER - MIG/LP1224/S/11/13

**PROJECT DESCRIPTION – PLANNING, DESIGN AND CONSTRUCTION SUPERVISION
FOR THE UPGRADING OF THABAZIMBI WASTE WATER TREATMENT WORKS**

AMENDMENT NUMBER - 01

**DESCRIPTION OF AMENDMENT - AMENDMENT TO PARTIES ROLES AND OBLIGATIONS,
AND THE PROJECT BUDGET**

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WHEREAS

Thabazimbi Municipality and Aurecon South Africa (PTY) LTD (the "Service Provider") have entered into a Service Level Agreement (which was based on the South African Association of Consulting Engineers standard form of agreement) to perform professional consulting engineering services as defined in the Engineering Council of South Africa Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act (2000).

AND WHEREAS

The Service Provider suspended services in 2013 in terms of Clauses 8.4 and 8.4.1 of the Service Level Agreement.

AND WHEREAS

Thabazimbi Local Municipality has agreed with Waterberg District Municipality to complete the implementation of the project. Waterberg District Municipality will provide the required funding and oversee the implementation to completion of the project.

AND WHEREAS

The Parties to the Service Level Agreement have agreed to amend their Roles and Obligations, and the project budget.

NOW IT IS HEREBY AGREED as follows:

The Service Level Agreement shall be replaced with Model Professional Services Agreement (August 2014) developed by Consulting Engineers South Africa.

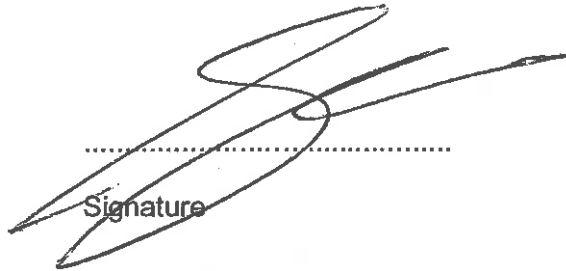
The revised agreement shall include "The Agreement" and its "Specific Data" and "Appendix A and B". The Revised Agreement is attached herinto.

Handwritten initials and signatures: MS, MR, and a large signature.

Signatures of the Contracting Parties

THABAZIMBI

Name



Signature

for and on behalf of the Thabazimbi Local Municipality

Date:

25/4/15

in the presence of


Name:

T. EBOYO M. MANAICA

Name:

.....

Signature:



Signature:

.....

MF



M.S

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C Kopper [Signature]
Name Signature

for and on behalf of the Service Provider (Aurecon South Africa (Pty) Ltd

Date: 2016-04-25


in the presence of

Name: Name:

Signature: Signature:

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[Signature] MR [Signature] MS

MAROTS.
~~M. A. ...~~

~~Signature~~ 

Name

Signature

for and on behalf of the Waterberg District Municipality

Emplemty Aged

Date:

in the presence of

Name:

Regnerh. Melger

Name:

Signature:

RMelger

Signature:

T.S

NR.

h R M

REVISED AGREEMENT

PROJECT REFERENCE NUMBER - MIG/LP1224/S/11/13

**PROJECT DESCRIPTION – PLANNING, DESIGN AND CONSTRUCTION SUPERVISION
FOR THE UPGRADING OF THABAZIMBI WASTE WATER TREATMENT WORKS**

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THE AGREEMENT

This **AGREEMENT** is made between:

WATERBERG DISTRICT MUNICIPALITY ("The Client")

of

Postal address **Private Bag X1018
MODIMOLLE
0510**
Tel: **014 718 33 00**
Fax: **014 717 29 31**

Physical address **Harry Gwala Street
MODIMOLLE**

AND

AURECON SOUTH AFRICA (PTY) LTD (the "Consulting Engineer")

of

Postal address **PO Box3519
POLOKWANE
0700**
Tel: **015 295 4408**
Fax: **015 295 2208**
E-mail: **carl.klopper@aurecongroup.com**

The Client intends to proceed with the following Project:

**PLANNING, DESIGN AND CONSTRUCTION SUPERVISION FOR THE
UPGRADING OF THABAZIMBI WASTE WATER TREATMENT WORKS)**

and hereby engages the **Consulting Engineer** to provide professional **Services** as described in Appendix A1 and the **Consulting Engineer** agrees to perform such **Services** for the remuneration described in Appendix A2 & A3.

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SPECIFIC DATA

The following documents form part of this Agreement:-

1. The Agreement

Specific Data

Conditions of Agreement (CESA Model Professional Service Agreement)

Appendix A1 - Scope of Services

Appendix A2 – Remuneration

Appendix A3 – Project Remuneration Principles

2. Amendments

The following amendments to the Conditions of Agreement apply to this Agreement:

None

3. Special Conditions

The following special conditions apply to this Agreement:

None

4. Exceptional Services

The scope of services includes the following Exceptional Service:

None



Signed at Modimelle

Signed at Modimelle

on this day of

on this 25 day of April 2016

MR


For the ~~Client~~ Implementing agent

For the **Consulting Engineer:**

Name:

Name: Chappin

Signature: 

Signature: 

As Witness:

As Witness:


Name: TEBOJO MANTAKA

Name:

Signature: 

Signature:

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APPENDIX A1 - Scope of Services

In accordance with the ECSA Guideline Scope of Services the Consulting Engineer are to provide the following services pertaining to the **Scope of Works**:

- Normal Services
 - Stage 3 – Detail Design (only bulk sewer outfall line and pump station)
 - Stage 4 - Documentation and Procurement
 - Stage 5 - Contract Administration and Inspection
 - Stage 6 - Close-out
- Additional Services
 - Status Quo Investigations and Assessments, which include
 - On site assessment of progress and damage to previous works constructed
 - Assessment of materials of and on site that could be used to complete the works
 - Negotiation with previous contractor to complete the works
 - Provide Construction Monitoring Service (Level 4)
 - Arranging for the provision of environmental authorisations and monitoring (as required)
 - Making arrangements for way leaves and servitudes registration (as required)
 - Arranging for the provision of OHS Agent Services (by way of appointing a sub consultant)
 - Providing other services as may be required (as requested by Client from time to time)

The timing of the implementation will be as per Client instruction from time to time.

Scope of Works

The Works include the following components:

- Refurbishment of existing Thabazimbi Waste Water Treatment Works
- Upgrading the Thabazimbi Waste Water Treatment Works (additional 3 Ml/d), including required site improvements
- Bulk sewer outfall lines (including pump station)

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APPENDIX A2 – Remuneration

The remuneration or method of determining the remuneration to be paid to the Consulting Engineer for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following or, in the absence of a specific agreement for the method of determining the method of remuneration, the latest published Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as applicable at the time of signature of this Form of Agreement, shall be the basis for determining the remuneration subject to the amendments contained in Appendix A3 of this agreement.

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APPENDIX A3 - Project Remuneration Principles

1. Project Types and Fee Category and Fee Range

In terms of Clause 4.3.1 (Table 4.1) and Clause 4.3.2 (Table 4.5) of the ECSA Guidelines 2012, the following project type and fee category is applicable per scope of works group.

Scope of Works	Project Type	Fee Category	Typical Fee Range
Waste Water Treatment Works	Water and Sewage Treatment Works	F	11.0% to 14.0%

2. Fee Percentage

Consideration was given to the project situation and Engineering Effort (Clause 4.3.3) and the Cost of Works (Clause 4.3.4) and it is agreed that the following fee percentage will be applicable.

Scope of Works	Fee Category	Percentage Range
Waste Water Treatment Works	F	12.5%

3. Services provided partially or in Stages

Referring to Clause 4.3.6 paragraph (1) the following changes are made:

The following percentages will be used for proportioning the basic fee for normal services over the various stages of the service:

Stage of Service Number	Stage of Service Description	Percentage per Stage	Accumulative Percentage per Stage
1	Inception	0	0
2	Concept & Viability	0	0
3	Design Development	0	0
4	Documentation & Procurement	15	15
5	Contract Administration & Inspection	25	40
6	Close-out	5	45

4. Additional Services

- Status Quo Investigations and Assessments, will be a lumps sum of R350 000, 00
- Construction Monitoring Service (Level 4) – will be R95 000 per month for the duration of the construction time frame (that is R 1 425 000,00)

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- Environmental authorisations and monitoring – will be the cost of a sub consultant plus 10% admin fee (estimated at R 15 000 per month or R 225 000,00)
- Arranging for the provision of OHS Agent Services (by way of appointing a sub consultant) – will be the cost of a sub consultant plus 10% admin fee (estimated at R 291 830.00)
- WWTW licence application (estimated at R 95 000,00)
- Way leaves and servitudes registration – will be the cost of a sub consultant plus 10% admin fee(estimated at R 55 000,00)

5. Expenses

All km's travelled will be recovered at a rate equal to Aurecon standard rate of R4.90/km (and may be charged from time to time to align with the petrol price charge).

All printing, plotting and sundry items will be recovered with the following rates.

(From Public Works)

An allowance for budget purposes of R 50 000,00 is made.



TYPING AND DUPLICATING (EXCLUDING VAT)

Table 1: Rates for typing and duplicating undertaken by the consultant himself.

From	Typing of Original/master per A4	Duplicating				Printed or co-pied binder set	
		On white paper		On coloured paper		A4	A3
		A4	A3	A4	A3		
2005-03-01	R18,00	R0,35	R0,70	-	-	R7,00	R9,00
2009-08-15	R20,00	R0,55	R1,00	R0,65	R1,15	R14,00	R18,00
2013-01-01	R22,00	R0,65	R1,60	R0,90	R1,70	R18,00	R24,00

From	Duplicating in colour	
	A4	A3
2009-08-15	*R7,00	*R11,00
2013-01-01	*R8,00	*R13,50

From	CD with Bill of Quant.
2012-08-01	R35,00 each

* Payable only upon prior written approval by Departmental Project Manager.

DRAWING DUPLICATION (EXCLUDING VAT)

Table 2: Rates for drawing duplication under taken by the consultant himself.

From	Duplicating		
	A2	A1	A0
2005-03-01	R7,00	R10,00	R15,00
2009-08-15	R10,00	R14,00	R22,00
2013-01-01	R15,00	R20,00	R33,00

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