

**AMENDMENT TO CONTRACT  
FOR THE  
REINSTATEMENT OF CONTRACT**

CONTRACT NO. MIG/LP 1224/5/11/13

AMENDMENT NO. 01

EMPLOYER THABAZIMBI LOCAL MUNICIPALITY

CONTRACTOR QUANTIBUILD (PTY) LTD

DESCRIPTION THE UPGRADING OF THABAZIMBI WASTE WATER TREATMENT  
WORKS

**WHEREAS**

THABAZIMBI LOCAL MUNICIPALITY (the "Employer")

and

QUANTIBUILD (PTY) LTD (the "Contractor")

entered into a Contract (the "Contract") on 18 June 2012 in terms of General Conditions of Contract for Construction Works (GCC) 2004 for the Upgrading of Thabazimbi Waste Water Treatment Works;

**AND WHEREAS** the Employer did not make payments in terms of the Contract and consequently fell in breach of the Contract;

**AND WHEREAS** the Contractor in terms of Clause 56 [Cancellation by Contractor] of the GCC cancelled the Contract in a letter to the Employer on 21 August 2014;

**AND WHEREAS** the Employer has been ordered by the Pretoria High Court (Case No 18879/2015) (herein after referred to as the Court Order) to make payment for work completed prior to this Amendment to Contract (Interim Payment Certificates 5, 7 and 8) and related damages (Court Order dated 28 April 2015);

**AND WHEREAS** the costs awarded to the Contractor in terms of the Court Order was taxed and allowed in the amount of R112 845.88 on 29 October 2015 (herein after referred to as the Taxed Costs);

**AND WHEREAS** the Contractor received an arbitral award on 17 July 2015 (herein after referred to as the Arbitral Award), the monetary value of which award was R 17 916 214.74 excluding VAT, plus legal costs and interest. The Arbitral Award was towards the work performed and listed in Interim Payment Certificate 9, damages incurred and loss of profit suffered by the Contractor;

**AND WHEREAS** the costs awarded by the Arbitrator to the Contractor against the Employer in terms of the Arbitral Award was taxed and allowed by the Arbitrator on 12 October 2015 in the amount of R1 046 916.05 (herein after referred to as the Cost Award);

**AND WHEREAS** the Employer and the Contractor have agreed on the reinstatement of the Contract upon the basis that all terms and conditions as contained in the Contract shall apply to such reinstatement, subject to the amendments to the Contract as recorded herein;

**AND WHEREAS** the Employer has entered into an agreement with Waterberg District Municipality regarding the completion of the Contract, upon the basis that Waterberg District Municipality will be the implementing agent for and on behalf of the Employer;

**AND WHEREAS** the Employer, Waterberg District Municipality and the Contractor have agreed that Waterberg District Municipality will assume the liabilities of the Employer for the remainder of the Contract, after its reinstatement, taking over and assuming all obligations of the Employer in accordance with the GCC, including but not limited to the Arbitral Award and the Cost Award, with the exception only of the remaining and outstanding payment obligations as defined in the Court Order.

**NOW IT IS HEREBY AGREED** as follows:

**1. Conditions of Contract**

General Conditions of Contract for Construction Works, 2004, published by the South African Institution of Civil Engineering shall be applicable to the reinstatement of this Contract. The following Contract Data will replace the Data previously provided in the Contract:

| Clause | Description                                                                                                                                                                                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.4  | The Employer is Waterberg District Municipality, notwithstanding any contrary provision contained in the preamble to this Contract.<br>The beneficiary entity will be Thabazimbi Local Municipality in terms of the agreement between the two municipal entities. |
| 1.1.8  | The Contractor is Quantibuild (Pty) Ltd.                                                                                                                                                                                                                          |
| 1.1.15 | The Engineer is Aurecon South Africa (Pty) Ltd.                                                                                                                                                                                                                   |
| 1.2.1  | The Employer is represented by the Manager Technical Services, and the details for communication are:-<br>Physical Address:<br>Harry Gwala Street<br>Modimolle<br>0510<br>Telephone Number:<br>014 718 33 00                                                      |
| 1.2.2  | The Engineer is represented by Mr C Klopper, and details for communication are:-<br>Physical Address:<br>8 Watermelon Street<br>Platinum Park, Bendor<br>Polokwane<br>0699<br>Telephone Number:<br>015 297 82 39                                                  |
| 1.2.3  | The Contractor is represented by Mr C Pretorius and details for communication are:-<br>Physical Address:<br>9 DF Malan Ave<br>Libertas,<br>Mafikeng,<br>2745<br>Telephone Number:<br>018 381 34 02 - 082 652 1803                                                 |

MR

*[Handwritten signatures and initials]*

|            |                                                                                                                                                                                                                                                                                                                                               |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.6 / 3.8  | Special non-working days are all applicable public holidays and year end break as specified by SAFCEC.                                                                                                                                                                                                                                        |
| 4.5        | Add the following at the end of sub-clause 4.5:<br>The Contactor shall comply with the requirements of the Occupational Health & Safety Act (Act 85 of 1993) and the 2014 Regulations promulgated thereunder.                                                                                                                                 |
| 7          | The Form of Guarantee is to contain the wording as per the previous guarantee provided. The Guarantee shall provide for security of payment to the Employer in an amount equal to 10% of the value of the remaining works. The Form of Guarantee, duly issued, is to be delivered to the Employer before or on the Revised Commencement Date. |
| 10         | The Contractor is to commence executing the Emergency Works and Refurbishment Works within 7 days after the Revised Commencement Date.<br>The Contractor is to commence executing the remainder of the Works within 30 days after the Revised Commencement Date.                                                                              |
| 12.2       | The Works Programme is to be delivered before the Revised Commencement Date.                                                                                                                                                                                                                                                                  |
| 35.1.1.2.2 | The value of materials supplied by the Employer to be included in the insurance sum is NIL.                                                                                                                                                                                                                                                   |
| 35.1.1.2.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL.                                                                                                                                                                                                                               |
| 35.1.2     | A Coupon Policy for Special Risks is to be issued.                                                                                                                                                                                                                                                                                            |
| 35.1.3     | The limit of the liability insurance is R 10 000 000,00 for any single claim – the number of claims to be limited during the construction and Defects Liability Period.                                                                                                                                                                       |
| 35.1.4     | The following additional and varied insurances are required – NIL.                                                                                                                                                                                                                                                                            |
| 37.2.2.3   | The percentage allowances to cover all charges for the Contractor and sub-contractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the issue of tools is limited to 10%.                                                                                                                               |
| 42.1       | The Works shall be completed in 78 weeks after the Revised Commencement Date.<br>This duration shall be subject to extensions in accordance with the Contract.                                                                                                                                                                                |
| 43.1       | The penalty for failing to complete the Works is 0,05% of the remaining Contract Sum per day.                                                                                                                                                                                                                                                 |
| 46.2       | Contract Price Adjustment is applicable with base month February 2016.                                                                                                                                                                                                                                                                        |
| 46.3       | The following are special materials: NIL.                                                                                                                                                                                                                                                                                                     |
| 49.1.5     | The percentage advance payment on materials not yet built into the Permanent Works is 80%. Proof of ownership and possession will be required from the Contactor in order to qualify for advance payment. The aggregate advance payment for materials is limited to 5% of the remaining Contract Sum.                                         |
| 49.3       | The percentage retention on amounts due to the Contractor is 10%.<br>The limit of retention money is 5% of the remaining Contract Value.                                                                                                                                                                                                      |
| 49.6       | A Retention Money Guarantee is permitted. The Engineer will provide the required wording for this guarantee (if selected by Contractor).                                                                                                                                                                                                      |

|      |                                                                  |
|------|------------------------------------------------------------------|
| 53.1 | The Defects Liability Period is 52 weeks.                        |
| 58.2 | Disputes are to be referred to mediation.                        |
| 58.4 | Disputes are to be referred for final settlement to arbitration. |

## 2. Contract Sum and Contract Price

- 2.1 For the purpose of this agreement the Contract Sum is as per the original Contract Sum, i.e. R 84 420 534.00 (including VAT).
- 2.2 The Contract Price will be determined in adding together the amounts referred to in the following sub-sections of this sub-clause 2.2:
- 2.2.1 The value of all payments made by Thabazimbi Local Municipality to the Contractor direct, prior to this Amendment to Contract.
- 2.2.2 The value of all amounts referred to in the Court Order and the Taxed Costs, plus interest as allowed.
- 2.2.3 The value of work performed by the Contractor prior to this Amendment to the Contract, to be determined in accordance with Items 6.2, 6.3, 6.4, 6.5 and 6.12 of the Arbitral Award together with the amount of the Cost Award, interest related to the Arbitral Award and the appointment cost of the Arbitrator.
- 2.2.4 The damages suffered by the Contractor as listed in the Arbitral Award as per Items 6.6, 6.7, 6.8, 6.9 and 6.10 of the Arbitral Award shall be deemed as a combined de-establishment and Contract implementation winding down cost.
- 2.2.5 The amount listed in item 6.11 in the Arbitral Award is reduced from R 5 859 421.80 to R 0. This reduction is made as the Contractor will be in a position to make a profit during the completion of the Contract.
- 2.2.6 Emergency Repair Works at the cost of the sub-contractor, plus mark up as specified in the Revised Pricing Schedule (Annex A) forming part of this amendment.
- 2.2.7 Refurbishment Works of existing wastewater works infrastructure at the cost of the sub-contractor, plus mark up as specified in the Revised Pricing Schedule (Annex A) forming part of this amendment.
- 2.2.8 The Remaining Works is indicated in the Revised Pricing Schedule (Annex A). The rates incorporated in the Revised Pricing Schedule is based on the original schedule but the rates were adjusted. The adjustment was negotiated and agreed, based on Consumer

Price Index and recent similar rates. The quantities are estimated and will be subject to final measurement on site. The tendered rates are escalated by 26.65% for the purpose of the Remainder of the Works, based on the CPI factor for February 2016.

2.2.9 Contractor's re-establishment cost and preliminary and general costs relevant to the Emergency Repair Works, Refurbishment Works and the Remaining Works as indicated in the Revised Pricing Schedule (Annex A).

2.2.10 Value of Variation Orders that may be issued by the Engineer.

### 3. Payment Obligations

3.1 Thabazimbi Local Municipality shall proceed to be liable for and continue to make payments of all remaining outstanding amounts in terms of the Court Order and the Taxed Costs, but insofar as any remaining amounts and interest are not recovered on the date upon which payment is made to the Contractor of the amounts contemplated in paragraph 2.2.3 above, in the manner as provided for in clause 3.2 below, such outstanding balance and interest will thereafter become irrecoverable and the Contractor will renounce any further right to recover any such outstanding amounts.

3.2 Waterberg District Municipality will make payment to the Contractor of the aggregate amounts as contemplated in clause 2.2.3 above within 30 days from the Revised Commencement Date. This will be processed as IPC 10.

3.3 Waterberg District Municipality will effect payment in terms of all future Interim Payment Certificates (IPC), which is from IPC 10 to Final Payment Certificate. The amount referred to in clause 2.2.4 above shall be payable with Interim Payment Certificate no 11 and be included into that Interim Payment Certificate.

3.4 The payment terms is strictly 28 days from the date on which the Engineer has certified the IPC. In the event that payment has not been made within that 28 days, then the Contractor can issue notice of suspension of Works 14 days thereafter.

### 4. Scope of Works

The Scope of Works will entail the following:

4.1 Emergency repair work on the existing wastewater treatment works to be executed by a Nominated Sub-contractor.

CONTRACTOR

This done and signed at MOOIWOLLE on 26th APRIL 2016

..... 20.....

Authorised signature(s) of QUANTIBUILD (PTY) LTD

C J VAN DER WAT

Name

[Signature]  
Signature

for and on behalf of the Contractor – Quantibuild

in the presence of

Name: C Klopp

Name: Shandukani Mphogo

Signature: [Signature]

Signature: [Signature]

Address: 8 Watermelor

Address: .....

Bender

.....

Date: 2016-04-25

Date: .....

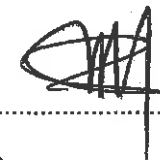
[Handwritten initials and signatures]  
SR

  
Implementing Agent  
BENEFITTING ENTITY

This done and signed at Modimolle on 28/04/16  
..... 20 16

Authorised signature(s) of .....

MAROSA MS  
Name

  
Signature

for and on behalf of the Benefiting Entity – Thabazimbi Local Municipality

in the presence of

Name: Ragnesh Molega

Name: .....

Signature: Ragnesh Molega

Signature: .....

Address: .....

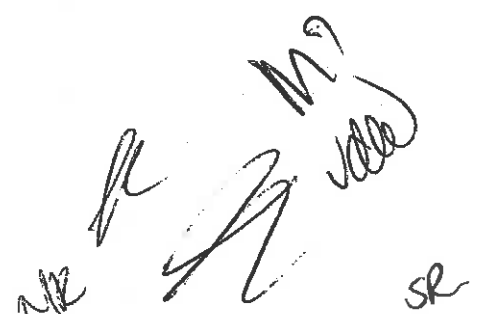
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CONTRACT NO: MIG/JP 1224/5/11/13

FOR

THE CONSTRUCTION OF A NEW 6.5 M<sup>2</sup> WASTEWATER TREATMENT WORKS ;

(CIVIL, MECHANICAL, AND ELECTRICAL WORKS),  
ASSOCIATED PUMP STATIONS, AND OUT FALL SEWERS

REV 5 DRAFT FINAL

**SUMMARY IN CALCULATING CONTRACT PRICE**

|        |                                                                                                                             |
|--------|-----------------------------------------------------------------------------------------------------------------------------|
| 2.2.1  | : Value of payments made by Thabazimbi LM                                                                                   |
| 2.2.2  | : Value of Pretoria High Court Order including legal cost and interest up to 31 March 2016                                  |
| 2.2.3  | : Value of Works IPC's Unpaid (Arbitration Items 6.2, 6.3, 6.4, 6.5, 6.12)<br>Cost awarded by the Arbitrator (legal costs): |
| 2.2.4  | : Interest on Arbitrator award up to 31 March 2016 + Arbitrator appointment cost (2 x R80 000.00)                           |
| 2.2.5  | : De-Establishment, Contract Winding Down & Re-Instatement Cost (Bill B)                                                    |
| 2.2.6  | : Loss of Profit (Written Off)                                                                                              |
| 2.2.7  | : Emergency Repair Works (Bill I)                                                                                           |
| 2.2.8  | : Refurbishment & General Repairs (Bill H)                                                                                  |
| 2.2.9  | : Re Establishment Cost / P&G's (Bill A)                                                                                    |
| 2.2.10 | : Remaining Works (Bill C, Bill D, Bill E, Bill F, Bill G)                                                                  |
| 2.2.10 | : Value of Variation Orders (Estimated at 10% of 2.2.9 Remaining Works)                                                     |

|   |               |                                |
|---|---------------|--------------------------------|
| R | 15 836 903.49 | See Previous Payments Sheet    |
| R | 13 129 585.20 | See Interest Calculation Sheet |
| R | 10 138 431.68 | (Part of IPC 10)               |
| R | 1 046 916.05  | (Part of IPC 10)               |
| R | 1 921 164.10  | (Part of IPC 10)               |
| R | 3 557 863.26  | (Value of IPC 11)              |
| R |               |                                |
| R | 2 089 147.50  | (Value of IPC 12)              |
| R | 3 565 273.86  | (Value of IPC 13)              |
| R | 9 855 633.99  | (Value of IPC 14)              |
| R | 47 252 368.78 |                                |
| R | 4 725 236.88  |                                |

R 13 106 511.83

ADD ALLOWANCE FOR CPA (for remainder of Works)

R 3 307 665.81

**CONTRACT PRICE ESTIMATE**

R 116 426 190.59

LESS PREVIOUS PAYMENTS

R 27 762 931.73 See Previous Payments Sheet

LESS ADDITIONAL AMOUNTS WRITTEN OFF BY QB ON PAYMENT OF IPC10 BEFORE END APRIL

R 1 503 556.00 \* Estimated

**BUDGET REQUIRED TO COMPLETE THE CONSTRUCTION WORKS**

R 87 159 702.86

**BUDGET REQUIRED FOR PROFESSIONAL SERVICES**

R 6 488 140.74 See P Services Calculation

**PROJECT BUDGET BEFORE VAT**

R 93 647 843.60

ADD VAT

R 13 110 698.10

**TOTAL BUDGET REQUIRED [INCLUDING VAT]**

R 100 270 400.96

*[Handwritten signature]*

**BUDGET ESTIMATE PROFESSIONAL SERVICES**

| Fees for Normal Services (Scale of Fees)  |                               |              |            |                              |                     |                                    |                       |                        |                                |                    |
|-------------------------------------------|-------------------------------|--------------|------------|------------------------------|---------------------|------------------------------------|-----------------------|------------------------|--------------------------------|--------------------|
| Description                               | Estimated Construction Amount | Fee Category | Percentage | Estimated Maximum Fee Amount | Maximum % Claimable | Estimated Maximum Claimable Amount | % Fee Claimed to Date | Amount Claimed to Date | Less Amount Claimed Previously | Amount Payable Now |
| BILL A - P&G's                            | R 9 855 633.99                | F            | 12.5%      | R 1 231 954.25               | 45%                 | R 554 379.41                       | 0%                    | R -                    | R -                            | R -                |
| BILL B - De Establishemnt Winding Down    | R 3 557 863.26                | F            | 12.5%      | R 444 732.91                 | 45%                 | R 200 129.81                       | 0%                    | R -                    | R -                            | R -                |
| BILL C - Civil Works                      | R 22 593 155.32               | F            | 12.5%      | R 2 824 144.41               | 45%                 | R 1 270 864.99                     | 0%                    | R -                    | R -                            | R -                |
| BILL D - Mechanical Works                 | R 9 978 125.00                | F            | 12.5%      | R 1 247 265.63               | 45%                 | R 561 269.53                       | 0%                    | R -                    | R -                            | R -                |
| BILL E - Electrical Works                 | R 4 142 407.50                | F            | 12.5%      | R 517 800.94                 | 45%                 | R 233 010.42                       | 0%                    | R -                    | R -                            | R -                |
| BILL F - Sewer Outfall Line               | R 8 288 680.96                | F            | 12.5%      | R 1 036 085.12               | 45%                 | R 466 238.30                       | 0%                    | R -                    | R -                            | R -                |
| BILL G - Sewer Pump Station & Rising Main | R 2 250 000.00                | F            | 12.5%      | R 281 250.00                 | 45%                 | R 126 562.50                       | 0%                    | R -                    | R -                            | R -                |
| BILL H - Refurbishment                    | R 3 565 273.86                | F            | 12.5%      | R 445 659.23                 | 45%                 | R 200 546.65                       | 0%                    | R -                    | R -                            | R -                |
| BILL I - Emergency Works                  | R 2 089 147.50                | F            | 12.5%      | R 261 143.44                 | 45%                 | R 117 514.55                       | 0%                    | R -                    | R -                            | R -                |
| VO's (for budget Purposes)                | R 4 725 236.88                | F            | 12.5%      | R 590 654.61                 | 45%                 | R 265 794.57                       | 0%                    | R -                    | R -                            | R -                |
| Total 1                                   | R 66 320 287.38               |              |            | R 8 880 690.53               | CONADM/****RT1      | R 3 996 310.74                     |                       | R -                    | R -                            | R -                |

| Additional Services                                                             |                   |                |                   |                        |                                |                    |
|---------------------------------------------------------------------------------|-------------------|----------------|-------------------|------------------------|--------------------------------|--------------------|
| Description                                                                     | Aurecon BST Link  | Budget Amount  | % Claimed to Date | Amount Claimed to Date | Less Amount Claimed Previously | Amount Claimed Now |
| Status Quo Investigation & Assessments                                          |                   |                |                   |                        |                                |                    |
| Construction Monitoring (15 months - level 4)                                   | INVEST***/RT1,2,3 | R 350 000.00   | 0%                | R -                    | R -                            | R -                |
| Environmental Impact Monitoring Service (15 months - Sub Consultant)            | COMMON***/RT1,2,3 | R 1 425 000.00 | 0%                | R -                    | R -                            | R -                |
| Occupational Health & Safety Monitoring (15 months - Sub Consultant)            | CONADM***/RT2     | R 225 000.00   | 0%                | R -                    | R -                            | R -                |
| WWTW licence applications (Sub Consultant)                                      | CONADM***/RT2     | R 291 830.00   | 0%                | R -                    | R -                            | R -                |
| Making arrangements for way leaves and servitudes registration (Sub Consultant) | CONADM***/RT2     | R 95 000.00    | 0%                | R -                    | R -                            | R -                |
| Total 2                                                                         | CONADM***/RT2     | R 55 000.00    | 0%                | R -                    | R -                            | R -                |
|                                                                                 |                   | R 2 441 830.00 |                   | R -                    | R -                            | R -                |
| Disbursements                                                                   | CONADM RT3        | R 50 000.00    |                   | R -                    | R -                            | R -                |
| Total 3                                                                         |                   | R 6 488 140.74 |                   | R -                    | R -                            | R -                |

NR   SR

## THABAZIMBI INTEREST CALCULATIONS

CALCULATION DATE: 31/March/2016

Arbitrator award: R 20 424 484.80

Interest on Capital awarded from 13/07/2015 to date hereof, at the prime overdraft interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 13/July/2015     | 19/November/2015 | 129  | 9.50%         | R 685 759.07    |
| 2    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 376 454.03    |
| 3    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 281 046.51    |
| 4    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 70 506.44     |
| 5    |                  |                  |      |               |                 |
| 6    |                  |                  |      | TOTAL         | R 1 413 766.05  |

Arbitrator Cost Award: R 1 046 916.05

Interest on Capital awarded from 13/10/2015 to date hereof, at the prime overdraft interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 10 081.94     |
| 2    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 19 296.24     |
| 3    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 14 405.85     |
| 4    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 3 614.01      |
| 5    |                  |                  |      |               |                 |
| 6    |                  |                  |      | TOTAL         | R 47 398.05     |

TOTAL INTEREST ON ARBITRATION AWARD: R 1 461 164.10

COURT ORDER PARA 3: R 3 082 862.78

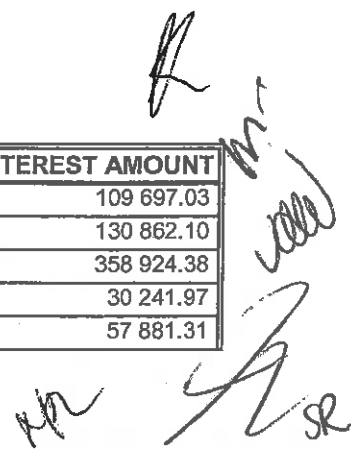
Interest on Capital awarded from 31/8/2013 to date hereof, at the prime overdraft interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 31/August/2013   | 28/January/2014  | 150  | 8.50%         | R 107 689.04    |
| 2    | 29/January/2014  | 17/July/2014     | 169  | 9.00%         | R 128 466.69    |
| 3    | 18/July/2014     | 12/October/2015  | 451  | 9.25%         | R 352 354.32    |
| 4    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 29 688.39     |
| 5    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 56 821.81     |
| 6    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 42 421.04     |
| 7    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 10 642.21     |
| 8    |                  |                  |      |               |                 |
| 9    |                  |                  |      |               |                 |
| 10   |                  |                  |      | TOTAL         | R 728 083.50    |

COURT ORDER PARA 4: R 3 140 346.31

Interest on Capital awarded from 31/8/2013 to date hereof, at the prime overdraft interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 31/August/2013   | 28/January/2014  | 150  | 8.50%         | R 109 697.03    |
| 2    | 29/January/2014  | 17/July/2014     | 169  | 9.00%         | R 130 862.10    |
| 3    | 18/July/2014     | 12/October/2015  | 451  | 9.25%         | R 358 924.38    |
| 4    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 30 241.97     |
| 5    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 57 881.31     |



|    |                 |               |    |        |   |            |
|----|-----------------|---------------|----|--------|---|------------|
| 6  | 29/January/2016 | 18/March/2016 | 49 | 10.25% | R | 43 212.03  |
| 7  | 19/March/2016   | 31/March/2016 | 12 | 10.50% | R | 10 840.65  |
| 8  |                 |               |    |        |   |            |
| 9  |                 |               |    |        |   |            |
| 10 |                 |               |    | TOTAL  | R | 741 659.46 |

COURT ORDER PARA 5: R 1 207 258.34

Interest on Capital awarded from 31/8/2013 to date hereof, at the prime overdraft  
interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 31/August/2013   | 28/January/2014  | 150  | 8.50%         | R 42 171.35     |
| 2    | 29/January/2014  | 17/July/2014     | 169  | 9.00%         | R 50 307.94     |
| 3    | 18/July/2014     | 12/October/2015  | 451  | 9.25%         | R 137 983.01    |
| 4    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 11 626.06     |
| 5    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 22 251.59     |
| 6    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 16 612.21     |
| 7    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 4 167.52      |
| 8    |                  |                  |      |               |                 |
| 9    |                  |                  |      |               |                 |
| 10   |                  |                  |      | TOTAL         | R 285 119.69    |

COURT ORDER PARA 6: R 3 077 857.00

Interest on Capital awarded from 31/8/2013 to date hereof, at the prime overdraft  
interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 31/August/2013   | 28/January/2014  | 150  | 8.50%         | R 107 514.18    |
| 2    | 29/January/2014  | 17/July/2014     | 169  | 9.00%         | R 128 258.10    |
| 3    | 18/July/2014     | 12/October/2015  | 451  | 9.25%         | R 351 782.19    |
| 4    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 29 640.18     |
| 5    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 56 729.54     |
| 6    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 42 352.16     |
| 7    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 10 624.93     |
| 8    |                  |                  |      |               |                 |
| 9    |                  |                  |      |               |                 |
| 10   |                  |                  |      | TOTAL         | R 726 901.28    |

COURT ORDER LEGAL COST: R 112 845.88

Interest on Capital awarded from 31/8/2013 to date hereof, at the prime overdraft  
interest rate from time to time

| ITEM | FROM DATE        | TO DATE          | DAYS | INTEREST RATE | INTEREST AMOUNT |
|------|------------------|------------------|------|---------------|-----------------|
| 1    | 31/August/2013   | 28/January/2014  | 150  | 8.50%         | R 3 941.88      |
| 2    | 29/January/2014  | 17/July/2014     | 169  | 9.00%         | R 4 702.43      |
| 3    | 18/July/2014     | 12/October/2015  | 451  | 9.25%         | R 12 897.67     |
| 4    | 13/October/2015  | 19/November/2015 | 37   | 9.50%         | R 1 086.72      |
| 5    | 20/November/2015 | 28/January/2016  | 69   | 9.75%         | R 2 079.92      |
| 6    | 29/January/2016  | 18/March/2016    | 49   | 10.25%        | R 1 552.79      |
| 7    | 19/March/2016    | 31/March/2016    | 12   | 10.50%        | R 389.55        |
| 8    |                  |                  |      |               |                 |
| 9    |                  |                  |      |               |                 |
| 10   |                  |                  |      | TOTAL         | R 26 650.95     |

TOTAL COURT ORDER: R 10 621 170.31  
TOTAL COURT ORDER INTEREST: R 2 508 414.89

*[Handwritten signatures and initials]*

R

13 129 585.20

R M  
of ~~John~~ R

**TABLE OF AMOUNTS WRITTEN OFF AND SAVING PER MONTH ON INTEREST SHOULD AGREEMENT BE REACHED**

| ITEM | DESCRIPTION                                                                                            | AMOUNT     |
|------|--------------------------------------------------------------------------------------------------------|------------|
| 1    | Legal cost to submit the application to high court to make the arbitrators award an order of the court | R100 000   |
| 2    | Legal cost to execute the warrant of execution                                                         | R200 000   |
| 3    | Outstanding amount on Court Order on 8 March 2016                                                      | R1 203 556 |
| 4    | TOTAL                                                                                                  | R1 503 556 |
| 5    | Approximate interest per month on outstanding amount                                                   | R178 356   |

**NOTE**

*Future legal cost not included should agreement not be reached and legal process continues*

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# TABLE OF PREVIOUS PAYMENTS

|                            |   |               |                       |
|----------------------------|---|---------------|-----------------------|
| TOTAL OF PREVIOUS PAYMENTS | R | 27 762 931.73 |                       |
|                            |   |               |                       |
| Certificates Paid by TBZ   | R | 15 836 903.49 |                       |
| 1                          | R | 3 080 485.69  |                       |
| 2                          | R | 2 410 587.81  |                       |
| 3                          | R | 3 448 143.80  |                       |
| 4                          | R | 2 833 382.56  |                       |
| 5                          |   |               | Part of court order   |
| 6A                         | R | 2 704 265.60  |                       |
| 6B                         | R | 1 360 038.04  |                       |
| 7                          |   |               | Part of court order   |
| 8                          |   |               | Part of court order   |
|                            |   |               |                       |
| Court Order Payments       | R | 11 926 028.24 |                       |
|                            | R | 11 926 028.24 | (untill 8 March 2016) |
|                            | R | -             | (Variance to date)    |
|                            |   |               |                       |
|                            |   |               |                       |
|                            |   |               |                       |
|                            |   |               |                       |
|                            |   |               |                       |
|                            |   |               |                       |
|                            |   |               |                       |






**CONTRACT NO: MIG/LP 1224/5/11/13**

**FOR**

**THE CONSTRUCTION OF A NEW WASTEWATER TREATMENT WORKS ;  
(CIVIL, MECHANICAL, AND ELECTRICAL WORKS),  
ASSOCIATED PUMP STATIONS, AND OUT FALL SEWERS**

| SECTION NO                                                              | SECTION                                                      |          | VALUE OF REMAINING WORKS |
|-------------------------------------------------------------------------|--------------------------------------------------------------|----------|--------------------------|
| <b>Bill A:</b>                                                          | <b>Preliminary and General Cost</b>                          | <b>R</b> | <b>9 855 633.99</b>      |
| <b>Bill B:</b>                                                          | <b>De Establishment, Windng Down and Re-instatement Cost</b> | <b>R</b> | <b>3 557 863.26</b>      |
| <b>Bill C:</b>                                                          | <b>Civil Works Estimate</b>                                  | <b>R</b> | <b>22 593 155.32</b>     |
| Bill C1                                                                 | Site Works                                                   | R        | 10 720 436.41            |
| Bill C2                                                                 | Buildings                                                    | R        | 1 008 406.83             |
| Bill C3                                                                 | Pump Station B and C                                         | R        | 159 588.05               |
| Bill C4                                                                 | Pump Station E                                               | R        | 331 337.13               |
| Bill C5                                                                 | Pump Station F                                               | R        | 474 851.87               |
| Bill C6                                                                 | Pump Station G                                               | R        | 432 402.53               |
| Bill C7                                                                 | Chlorination Contact Tank                                    | R        | 373 213.32               |
| Bill C8                                                                 | Bridge at Balancing Tank                                     | R        | 78 681.19                |
| Bill C9                                                                 | Sludge Drying Bed                                            | R        | 1 728 453.75             |
| Bill C10                                                                | Inlet Works                                                  | R        | 686 145.43               |
| Bill C11                                                                | Anaerobic Digester                                           | R        | 1 339 414.55             |
| Bill C12                                                                | Biological Reactor                                           | R        | 3 976 233.06             |
| Bill C13                                                                | Secondary Settling Tank                                      | R        | 1 133 464.88             |
| Bill C14                                                                | Ferric Chloride Storage Tank                                 | R        | 150 526.30               |
| <b>D:</b>                                                               | <b>Mechanical Estimate</b>                                   | <b>R</b> | <b>9 978 125.00</b>      |
| Bill D 1                                                                | Preliminaries and General                                    | R        | 122 250.00               |
| Bill D 2                                                                | Site Establishment                                           | R        | -                        |
| Bill D 3                                                                | Supply and Delivery of Equipmeny                             | R        | 9 156 650.00             |
| Bill D 4                                                                | Installation of Equipment                                    | R        | 605 925.00               |
| Bill D 5                                                                | Test and Commission Equioment                                | R        | 93 300.00                |
| <b>E:</b>                                                               | <b>Electrical Estimate</b>                                   | <b>R</b> | <b>4 142 407.50</b>      |
| Bill E 1                                                                | Preliminaries and General                                    | R        | 465 000.00               |
| Bill E 2                                                                | Reticulation Installation                                    | R        | 3 396 420.00             |
| Bill E 3                                                                | Small Power and Lighting                                     | R        | 275 910.00               |
| Bill E 4                                                                | Earthing and Lightning Protection                            | R        | 5 077.50                 |
| <b>F:</b>                                                               | <b>Out Fall Sewers Cost Estimate</b>                         | <b>R</b> | <b>8 288 680.96</b>      |
| <b>G:</b>                                                               | <b>Pump Station &amp; Line Estimate</b>                      | <b>R</b> | <b>2 250 000.00</b>      |
| <b>H:</b>                                                               | <b>Refurbishment &amp; Repair Works (Quoted Amount)</b>      | <b>R</b> | <b>3 565 273.86</b>      |
| <b>I:</b>                                                               | <b>Emergency Works (Quoted Amount)</b>                       | <b>R</b> | <b>2 089 147.50</b>      |
| <b>Value of Remainng Works Carried to Calculation of Contract Price</b> |                                                              | <b>R</b> | <b>66 320 287.38</b>     |

*Handwritten signatures and initials:*  
MR  
SR  
M7  
SR

THABAZIMBI LOCAL MUNICIPALITY

CONTRACT NO: MIG/LP 1224/5/11/13

UPGRADING OF THABAZIMBI WASTE WATER TREATMENT WORKS

**P&G'S**

THABAZIMBI LOCAL MUNICIPALITY

CONTRACT NO: Phase 2

**BILL OF QUANTITIES**

**SECTION 1200 A**

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO      | DESCRIPTION                                               | UNIT   | BILL<br>QTY | RATE         | BILL<br>AMOUNT |
|-------------------------|-----------------|-----------------------------------------------------------|--------|-------------|--------------|----------------|
| SABS<br>1200 A          | 110.00          | <b>GENERAL</b>                                            |        |             |              |                |
|                         | 110.01          | <b>Scheduled fixed-charge and value-related items:</b>    |        |             |              |                |
| PSA<br>8.3.1            | .01             | Fixed preliminary and general charges                     | -      | 1.00        | 3 988 795.09 | 3 988 795.09   |
| PSA<br>8.3.2            | .02             | Value-related preliminary and general charges             | SUM    | 1.00        | 0.00         | 0.00           |
|                         | 110.02          | <b>Scheduled time-related items:</b>                      |        |             |              |                |
| PSA<br>8.4.1            | .01             | Time-related preliminary and general charges              | Month  | 15.00       | 334 122.94   | 5 011 844.13   |
|                         | .02             | Head Office Charges                                       | Month  | 15.00       | 0.00         | 0.00           |
| PSA<br>8.6              | 110.04          | <b>Prime Cost Sums:</b>                                   |        |             |              |                |
|                         | .01             | Additional tests required by the Engineer                 | PC Sum | -           | -            | 50 000.00      |
|                         | .02             | Charge required by Contractor on sub item 110.04.01 above | %      | 50 000.00   | 0.10         | 5 000.00       |
|                         | .03             | Housing for Engineer's representative                     | PC Sum | -           | -            | 0.00           |
| 1200 A                  | Carried forward |                                                           |        |             |              | 9 055 639.22   |

MR R  
MS  
SR

## BILL OF QUANTITIES

## SECTION 1200 A

| PAYMENT<br>REFERS<br>TO | ITEM<br>NO                                                      | DESCRIPTION                                                                                   | UNIT   | BILL<br>QTY | RATE      | BILL<br>AMOUNT      |
|-------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------|-------------|-----------|---------------------|
|                         |                                                                 | Brought forward                                                                               |        | 0           |           | 9 055 639.22        |
| PSA<br>8.6              | 110.04<br>(cont)                                                | 0 Charge required by Contractor on sub item 110.04.03 above                                   | %      | 0.00        | 0.10      | 0.00                |
| PSA<br>8.5.1            | 110.05                                                          | <b>Sums stated provisionally by the Engineer:</b>                                             |        |             |           |                     |
|                         |                                                                 | .01 Additional work to be executed to protect the existing water main                         | P Sum  | -           | -         | 85 000.00           |
|                         |                                                                 | .02 Survey and re-instate benchmarks.                                                         | P Sum  | -           | -         | 56 000.00           |
|                         |                                                                 | .03 Cell phone allowances for Engineer                                                        | P Sum  | -           | -         | 0.00                |
|                         |                                                                 | .04 Computer/camera equip. for Engineer                                                       | P Sum  | -           | -         | 0.00                |
|                         |                                                                 | .05 Allowance for lateral support as required                                                 | P Sum  | -           | -         | 122 700.00          |
|                         |                                                                 | .06 Detect and locate existing services                                                       | P Sum  | -           | -         | 15 000.00           |
|                         | 110.06                                                          | 01 Charge required by Contractor on Sub item 110.05.11 above                                  | %      | 278 700.00  | 0.10      | 27 870.00           |
| PSA<br>8.9              | 110.07                                                          | <b>Compliance with OHS Act and Regulations (including the Construction Regulations, 2003)</b> | Month  | 14.00       | 13 066.19 | 182 926.67          |
| PSA<br>9.00             | 110.08                                                          | <b>General damage repair work</b>                                                             |        |             |           |                     |
|                         |                                                                 | .01 Remove all re-bar, clean and sort. Sandblast and coat usable steel.                       | PC Sum |             |           | 73 620.00           |
|                         |                                                                 | .03 New concrete sandblasting/chipping                                                        | PC Sum |             |           | 42 945.00           |
|                         |                                                                 | .04 Repair damage starter bars. All new structures.                                           | PC Sum |             |           | 45 000.00           |
|                         |                                                                 | .05 Make safe all excavations.                                                                | PC Sum |             |           | 71 166.00           |
|                         |                                                                 | .06 Access route repairs                                                                      | PC Sum |             |           | 15 000.00           |
|                         |                                                                 | .07 Assessment of outfall sewer. Existing and new.                                            | PC Sum |             |           | 24 540.00           |
|                         |                                                                 | .08 Cut and remove tree at drying beds.                                                       | PC Sum |             |           | 10 000.00           |
|                         |                                                                 | .09 Charge required by Contractor on Sub item 110.08 above                                    | %      | 282 271.00  | 0.10      | 28 227.10           |
|                         | <b>TOTAL CARRIED TO SUMMARY OF BILL OF QUANTITIES (General)</b> |                                                                                               |        |             |           | <b>9 855 633.99</b> |

## BILL OF QUANTITIES

## BILL B - De Establishment and Winding Down Cost

| PAYMENT<br>REFERS<br>TO                                 | ITEM<br>NO | DESCRIPTION                                      | UNIT | BILL<br>QTY | RATE | BILL<br>AMOUNT |
|---------------------------------------------------------|------------|--------------------------------------------------|------|-------------|------|----------------|
|                                                         | 100        | .01 Formwork (A Award item 6.6)                  | Sum  | -           | -    | 1 201 307.10   |
|                                                         |            | .02 Own Equipment - Crane ( A Award item 6.7)    | Sum  |             |      | 129 294.00     |
|                                                         |            | .03 Own Equipment - Excavator (A Award item 6.8) | Sum  |             |      | 72 270.00      |
|                                                         |            | .04 Wages (A Award item 6.9)                     | Sum  |             |      | 406 440.16     |
|                                                         |            | .05 De- Establishment (A Award item 6.10)        | Sum  |             |      | 109 050.00     |
|                                                         | 200        | .01 Re-instatement of deteriorated work          | Lsum |             |      | 1 639 502.00   |
| TOTAL CARRIED TO SUMMARY OF BILL OF QUANTITIES (Bill B) |            |                                                  |      |             |      | 3 557 863.26   |

Handwritten signatures and initials:

- NR
- MP
- SR