

Form of Agreement for Consulting Engineering Services

Agreement and Specific Provisions

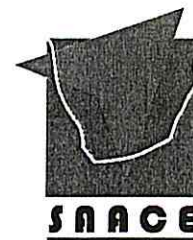
Project No.: MIG/FS/0573/S/07/08

**Project Name: Tweespruit/Borwa Bucket Eradication
PHASE 2**

Client: Mantsopa Local Municipality

Consulting Engineer: MDA Consulting Engineers

**The South African Association
of Consulting Engineers**



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PRODUCED BY:

THE SOUTH AFRICAN ASSOCIATION OF CONSULTING ENGINEERS

The South African Association of Consulting Engineers is a voluntary organisation of individual consulting firms formed to uphold standards and advance the usefulness of Consulting Engineers by promoting the interests of its members and their Clients.

It is a focal point for contact between Consulting Engineers and allied disciplines, the public, government agencies, private enterprise, professional and government organisations.

The Association publishes a wide variety of documents regularly used by the profession. These include conditions of engagement for various Services, forms of Agreement, an annual directory of member firms, and a variety of guidelines, advisory notes and reports.

The Executive Director and staff of the Association are available at all times to offer advice to member firms and Client-bodies, and the Association serves as a centre for general information about the profession:

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Issued July 2003

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7/03

AGREEMENT

This **AGREEMENT** is made between Mantsopa Local Municipality (the "**Client**")
of

Postal address PO Box 64
 LADYBRAND
 9745
 Tel (051) 924 0654 Fax (051) 924 0020

E-mail mantsopamun@xsinet.co.za

Physical address 38 Joubert Street
 LADYBRAND
 9745

AND MDA the "**Consulting Engineer**")

of

Postal address PO Box 3943
 BLOEMFONTEIN
 9300
 Tel (051) 447 1583 Fax (051) 448 9839

E-mail johan.meyer6@gmail.com

Physical address 33 Kellner Street West
 Westdene
 BLOEMFONTEIN
 9301

The **Client** intends to proceed with the following **Project**:

Project Description: **Tweespruit/Borwa Bucket Eradication Phase 2**

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

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SPECIFIC PROVISIONS

The following documents form part of this **Agreement**:-

Agreement

Specific Provisions

Conditions of **Agreement**

Appendix A – Scope of **Services** and Remuneration

Additional Documents as follows:

Special Conditions

The following special conditions apply to this **Agreement**.

none

Scope of Services

The Scope of **Services** to be provided by the **Consulting Engineer** in terms of this **Agreement** includes the **Services** as described in Appendix A.

In the absence of a specific Scope of **Services** drawn up for this project, the Scope of **Services** will be as described in the latest published Guideline Scope of **Services** and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000 (Act No. 46 of 2000), **Government Gazette No 31749 of 2 January 2009**, as applicable at the time of signature of this **Agreement**, as per the **Guidelines Scope of Works**.

The normal services to be performed under this Agreement are:

- the design of the works;
- the compiling of the contract documentation;
- the administration; and
- the supervision over the contract.

According to details as stated in the letter of appointment and as per the approved project proposal.

CLAUSE 3.1.3 **Design and Tender Stage**

Add the following sub- clause:

- (12) "Obtain all approvals, licenses and permits from government, regional and municipal authorities having jurisdiction over any aspect of the project."

CLAUSE 3.1.5 **Construction Stage**

Add the following sub- clause:

- (19) "Provide the Executive Director: Technical Services with a Schedule of Progress with target dates and expected expenditures before the end of each successive month over the full duration of the project."

CLAUSE 3.1.6 **Targeted Procurement**

It would be expected from the Consultant to audit the Contractor from time to time and ensure compliance according to the Contract Document.

CLAUSE 3.2.2 **Construction Monitoring**

The level of construction monitoring required will be:

3.2.2(6)(d)(i) Level 4

CLAUSE 4.3 Fees for Additional Services

The fees will be according to (4) (a) (ii) Case 2

CLAUSE 3.2.3 **Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**

The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

Exceptional Services

The Scope of **Services** includes the following Exceptional **Services**:

None.

Professional Indemnity Insurance

Limit of indemnity per claim	2 x fees earned with a minimum of R2 000 000
Limit of indemnity in the aggregate	2 x fees earned with a minimum of R2 000 000
Deductible	R_____

Note: **The Consulting Engineer shall from time to time at the Client's request, provide a certificate of proof of such insurance.**

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 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**, i.e. **Government Gazette No. 31749 of 2 January 2009**.

CLAUSE 4.5**Expenses and Cost**

Sub clause 4.5.(2)(a)

- a. When instructed by the Client to proceed to other centres, a motor transport allowance for the distance actually travelled at the rate per kilometre applicable as specified in (e).
- b. Reimbursement of the Consultant for the use of private motor transport by the Consultant's local Office Staff shall, however, be multiplying the kilometre distance as indicated in the following table by the applicable rate per kilometre, for the respective localities of the Works.

Town	Estimated distances on return trip to respective towns.
Van Stadensrus	310
Wepener	250
Dewetsdorp	172
Ladybrand	314
Hobhouse	280
Excelsior	260
Tweespruit	208
Thaba Phatsoa	268
Bloemfontein	0
Botshabelo	130
Thaba Nchu	150

- c. Reimbursement of the Consultant for the provision of private motor transport for the purposes of Construction Monitoring Shall be as provided for in sub-clause (a) hereof.
- d. No travelling or subsistence allowances will be payable in respect of trips between Bloemfontein and any offices of the Consulting Engineer situated elsewhere other than in Bloemfontein except when qualifying in terms of Clause 3.2.1.
- e. The vehicle remuneration specified in a, b and c will be according to the newest published rates of the Dept of Public Works (Free State Province) and for the following type of vehicle:
- Engine Capacity = 1600 cc
 - Type of vehicle = Sedan / Station Wagon

No adjustment for vehicle type & extraordinary use is applicable.

CLAUSE 4.5(2)(b)(i)

Amend the contents of this clause and replace with the following:

“Payment for time spent in travelling will be 50% of the normal claimable hourly rate may be claimed for all time spend by staff of the Consulting Engineer travelling, such time not exceeding eight hours per day.”

CLAUSE 4.5(2)(d) and (e)

All payments for reports, approved prints and documentation will be paid on the unit costs according to Dept of Public Works (Free State Province)

Description	Unit	Cost										
Photocopying												
Black	A4	0.40										
	A3	0.76										
Colour	A4	7.62										
	A3	10.63										
Spiral Binding	A4	9.98										
Plan Reproduction	Paper	<table><tr><td>A0</td><td>A1</td><td>A2</td><td>A3</td><td>A4</td></tr><tr><td>R20</td><td>R13</td><td>R9</td><td>*</td><td>*</td></tr></table>	A0	A1	A2	A3	A4	R20	R13	R9	*	*
A0	A1	A2	A3	A4								
R20	R13	R9	*	*								
Electronic Plotting	Paper	<table><tr><td>A0</td><td>A1</td><td>A2</td><td>A3</td><td>A4</td></tr><tr><td>R56</td><td>R43</td><td>R31</td><td>R22</td><td>R12</td></tr></table>	A0	A1	A2	A3	A4	R56	R43	R31	R22	R12
A0	A1	A2	A3	A4								
R56	R43	R31	R22	R12								
Typing Documents, Reports, etc with regards to normal duties <ul style="list-style-type: none">• Agreements• Correspondance• Feasibility study• Tender analysis and recommendation• Payment certificates• Variation Orders• Progress- and Financial Reports• Accounts	A4	No charge										
Any other disbursements will be claimed at agreed rates between the Consultant and Client.												

Signed at _____
on this _____ day of _____

For the **Client**:

Name: _____

Signature: _____

As **Witness**:

Name: _____

Signature: _____

Signed at Bloomington on this
on this 16 day of September 2009

For the **Consulting Engineer**:

Name: J.P. MEYER

Signature: J.P. Meyer

As **Witness**:

Name: L. BOSCH

Signature: Bosch