

Port Elizabeth T +27 41 503 3900
Lion Roars Office Park F +27 86 600 4037
Cnr Heugh Road & 3rd Ave E portelizabeth@aurecongroup.com
Walmer 6070 W aurecongroup.com

aurecon

PO Box 5328
Walmer 6065
Port Elizabeth
South Africa

Our reference: 107664/3/7/4/Contractor Appointment/002

01 April 2014

LRC Civils cc
P. O. Box 297
Cradock
5880

Attention: Mr Viv Scoccia

Dear Sir,

CONTRACT No 92/2013: DECOMMISSIONING OF THE EXISTING MUNNIKS PASS SOLID WASTE DISPOSAL SITE, GRAAFF-REINET: INTENTION TO ACCEPT TENDER OFFER

On behalf of the Camdeboo Municipality, we are pleased to inform you that your tender offer for the above-mentioned Contract has been accepted by the Employer.

In terms of Clause 1.1.5 of the Conditions of Contract as well as the conditions within the Form of Offer and Acceptance, the Agreement and Commencement Date only comes into effect on the date when the Tenderer receives one fully completed and signed copy of the Form of Offer and Acceptance with the Schedule of Deviations. All formalities regarding the above will be concluded in due course.

In terms of Clause 1.1.10 of the Conditions of Contract, the Contract Price will amount to Four Million Eight Hundred and Seventy Six Thousand One Hundred and Fifteen Rand and Five Cents (R 4,876,115.05), which amount includes 10% Contingencies and 14% Value Added Tax.

You will be required to commit and honour all undertakings and conditions as stipulated in the Tender, Contract Documents and other related correspondences.

In terms of Clauses 5.3 and 5.4 of the Conditions of Contract, work shall commence within 28 days of the Commencement Date and immediate right of access will be provided to the Site, subject to comply with the following conditions as per the Contract Data:

- Approval of your specific Health and Safety Plan in terms of the OHS Act and Clause 5(1) of the Construction Regulations (July 2003)
- Deliver an Initial Programme of work in terms of Clause 5.6 of the Conditions of Contract.
- Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price.
- Submit copies of receipts of registration, or payment for the premiums, as required by the new Clause 8.6 in the Contract Data.

Aurecon South Africa (Pty) Ltd Reg No 1977/00371/07
Board of Directors
BMM Tsoa (Chairperson), B Eb Jhm, AB Geldenhuys,
NNGwaqwe, RM Khoza, SA Rcu, PC L, Ybard
ISO 9001 Certified
Member of CESA and ASAOS
Silver Founding Member of the
Green Building Council of
South Africa

From Aurecon Group, Brand 111 Ltd Reg 2004/0111

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In terms of Clause 5.5.1 of the Conditions of Contract, the Time for Completion shall be 13 weeks and the Due Completion Date will be determined and calculated after the Commencement Date has been established. Take special note that this contract must be 100% complete by the end of June 2014.

The Guarantee must be submitted within 14 days from the Commencement Date as stipulated in the Contract Data and in accordance with Clause 5.3.2 of General Conditions of Contract.

Also note that as stipulated in the Contract, that in terms of Clause 5.6.1 the works programme must be submitted within 14 days of the Commencement Date.

In terms of the OSH Act as well as Regulation 5(1) of the Construction Regulations you will be appointed as the Principal Contractor.

The first Contract Meeting will be scheduled in due course with all the relevant parties.

I confirm that the original Contract Document inclusive of the Form of Offer and Acceptance with the Schedule of Deviations is available for signing by yourselves and the Employer.

I advise that pursuant to my telephonic discussion with your Mr. Viv. Scoccia I have arranged with the Client that signing will take place tomorrow, Wednesday, 02 April 2014 in Graaff Reinet. Thus meeting the requirement that signing takes place within 7 days from the date of this letter.

You are to contact Mr. Greyling at 083 260 2565 at whose office signing will take place.

A copy of this signed Contract Document will be delivered to you as soon as possible. The date of receipt by you of this copy will constitute the Commencement Date of the Contract.

The original Contract Document will be retained by the Client.

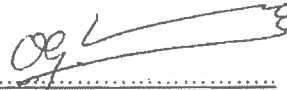
We congratulate you on the award of this Contract and trust that this Contract will be successful and beneficial to all parties involved.

Should you require any assistance or information, please contact the Engineer.

Yours faithfully,



Geoff Roberts
Project Director
pp Aurecon



O Long
Project Leader

Copy to:

Mr. D. Greyling - Camdeboo Municipality
Ms. L. Booysen - Camdeboo Municipality

Port Elizabeth
Lion Roars Office Park
Cnr Heugh Road & 3rd Ave
Walmer 6070

T +27 41 503 3900
F +27 86 600 4037
E portelizabeth@arecongroup.com
W arecongroup.com

PO Box 5328
Walmer 6065
Port Elizabeth
South Africa

aurecon

113223

Our Reference: 107664/2/2/1/OL

30 August 2013

The Acting Municipal Manager
Camdeboo Municipality
P O Box 71
GRAAFF-REINET
6280

ATTENTION: Messrs J Joubert & A Greyling

Dear Sirs,

**RECONFIRMED APPOINTMENT: CONSULTING ENGINEERING SERVICES:
DECOMMISSIONING OF THE OLD SOLID WASTE DISPOSAL SITE OF GRAAFF REINET**

ACCEPTANCE OF RECONFIRMED APPOINTMENT

We refer to your faxed letter reference 16/5/5/1- 53627 and wish to thank you for the reconfirmation of the appointment made on 31 August 2011 for which there is;

1. An Acceptance Letter and
2. A Formal Agreement signed by both Parties

We concede that updating of the Professional Indemnity and Project Programme provided during 2011 is necessary and accordingly attach updated documents hereto.

We note the following matters in your letter under:

1. **AGREEMENT:** Supervision and EIA Monitoring & Reporting are listed as Normal Services whereas in the Guideline Scope of Services, Clause 4.3 and the MIG Budget make-up these items appear under Additional Services.
2. **PROJECT DESCRIPTION:** The Waste License Conditions, Access Control calls for a 1.8m high fence. Presumably a security fence - but this is not stated. A 1.2m high stock fence was erected early during 2011. It was agreed by all at the time that such a fence would be sufficient. It was thus not envisaged that further fencing would be needed and provision was not made in the MIG application. We suggest that it be agreed that provision be made to install an extension to the stock fence in the coming contract work, but a final decision will be made whether to erect such a fence or not pending the tender amount being within the allocated budget.

P:\Projects\107664 Graaf Reinette Decom - Solid Waste\2 Management\7 Programme and Schedules

Aurecon South Africa (Pty) Ltd Reg No 1977/003711/07
Board of Directors
BMH Tsita (Chairperson) PC Biersch, MG Diliza,
ZB Ebrahim, AB Geldenhuys, NN Gwagwa, SA le Roux,
PC Lombard, AW Möhr, GT Ronde

ISO 9001 Certified
Member of CESA and ASAQS
Silver Founding Member of the
Green Building Council of
South Africa

Page 1 of 3

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3. PROJECT FUNDING: The Project Funding is reflected as R 4 102 741.33 (excluding VAT). This must read **including** VAT.

You further note that the amount invoiced to date will be deducted from the INDIRECT costs of the Budget. In principal we do not object to this but any time and cost element for abortive or additional work outside the scope of the normal percentage fee cannot be deducted.

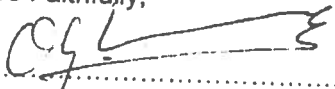
This time and cost for activities which we contend are not part of normal fees attributable to the contract but are for activities carried out in response to or as a result of actions by the Camdeboo Municipality as follows:

- a. The delaying effect of the Transfer Station Project on the EIR & Waste Licence Applications were submitted on or about 8 December 2011. The Department of Economic Development, Environmental Affairs & Tourism held back processing and approval pending the resolution and confirmed progress on the Transfer Station.
- b. During early April 2013 Camdeboo Municipality advertised for Service Providers to submit Quotes to perform the services required to rehabilitate the existing Munniks Pass Solid Waste Site including related activities. Aurecon, at first perplexed spent some time and effort in determining just what it was that the Municipality was doing before being able to confidently advise the Municipality that they were busy duplicating Aurecon's standing appointment to do the work.
- c. It was incumbent upon Aurecon to provide the Municipality with relevant documentation already previously provided or for which the originals are in the possession of the Municipality.

We accordingly request that the time and cost element not be deducted from the INDIRECT costs of the Budget. We are prepared to discuss the matter with you should it be so required.

Once all of the foregoing is resolved and agreed we will prepare an ADDENDUM to the standing Agreement to reflect any / all changes necessary.

Yours Faithfully,



OSWALD LONG
pp AURECON

ATTACHMENTS

Please find:

1. Our Broker's letter confirming our Professional Indemnity Assurance details and period of Insurance.
2. The Project Programme



JONKER CONSULTING INTERNATIONAL

INTERNATIONAL MANAGEMENT AND LIABILITY CONSULTANTS
TO PROVIDERS OF PROFESSIONAL SERVICES

Jonker Serenitas
288 Eridanus Street
Waterkloof Ridge 0181

P O Box 11184
Maroelana 0161

Tel: (012) 460-0449

Fax: (012) 460-1610

Cell: 082 789-7525

Int. Code (2712)

E-Mail: jonkerw@mweb.co.za

BEE Status: EME Level 4

4 July 2013

LECTORI SALUTEM

This serves to confirm that Aurecon South Africa (Pty) Ltd holds Professional Indemnity Insurance on the following basis:

Limit of Liability:	R10-million per claim
Deductible:	R4 600 000.00 aggregate
Insurers:	Lloyds of London
Policy Numbers:	P13A316603P, P13B316603P and P13C316603P
Jurisdiction:	Worldwide
Period of Insurance:	30 June 2013 to 30 June 2014

We confirm that the premium has been paid.

DR W.A. JONKER
For : Jonker Consulting International

Graaff-Reinet: Decommissioning of the Existing Munniks Pass Solid Waste Site

ID	WBS	Task Name	Duration	Start	Finish
1	1	Graaff-Reinet: Decommissioning of the Existing Munniks Pass Solid Waste Site	416 days	Tue 11/11/11	Wed 7/11/13
2	1.1	Inception and Project Startup	32 days	Tue 11/1/11	Wed 12/14/11
3	1.1.1	Concept and Viability	10 days	Tue 11/1/11	Mon 11/14/11
4	1.1.2	Budget	5 days	Wed 11/9/11	Tue 11/15/11
5	1.1.3	Programme	2 days	Mon 11/14/11	Tue 11/15/11
6	1.1.4	Reports	5 days	Wed 11/16/11	Tue 11/22/11
7	1.1.5	Municipal Appraisal	10 days	Wed 11/23/11	Tue 12/6/11
8	1.1.6	Report Revisions	5 days	Thu 2/2/12	Wed 2/8/12
9	1.1.7	Municipal Appraisal / Approval	5 days	Thu 2/9/12	Wed 2/15/12
10	1.1.8	Draft MIG Application	7 days	Thu 2/16/12	Fri 2/24/12
11	1.1.9	EIA & Waste License	380 days	Mon 11/14/11	Mon 6/10/13
12	1.1.10	MIG Application & Registration	139 days	Mon 1/21/13	Thu 8/1/13
13	1.1.11	Reconfirmed Appointment & Revised Programme	14 days	Tue 8/13/13	Fri 8/30/13
14	1.2	Decommissioning of Old Solid Waste Site	135 days	Mon 12/3/12	Fri 6/28/13
15	1.2.1	Preliminary Design & Report	15 days	Mon 9/2/13	Fri 9/20/13
16	1.2.2	P D Report Approval	5 days	Mon 9/23/13	Fri 9/27/13
17	1.2.3	Final Design & Tender Drawings	5 days	Mon 9/30/13	Fri 10/4/13
18	1.2.4	Documentation	10 days	Mon 9/30/13	Fri 10/11/13
19	1.2.5	Future Contract Admin and Closure	161 days	Mon 10/14/13	Mon 5/26/14
20	1.2.5.1	Procurement: Tender Advert & Response Period	20 days	Mon 10/14/13	Fri 11/8/13
21	1.2.5.2	Evaluation Report	10 days	Mon 11/11/13	Fri 11/22/13
22	1.2.5.3	Tender Adjudication	10 days	Mon 11/25/13	Fri 12/6/13
23	1.2.5.4	Site Hand Over & Establishment	20 days	Mon 1/13/14	Fri 2/7/14
24	1.2.5.5	Contract Administration and Inspection	66 days	Mon 2/10/14	Mon 5/12/14
25	1.2.5.6	Close-Out	10 days	Tue 5/13/14	Mon 5/26/14

Qtr 4, 2011
November 10/30
December 11/20
January 1/1
February 2/02
March 3/04
April 3/25
May 4/15

Qtr 1, 2012
February 2/02
March 3/04
April 3/25
May 4/15

Qtr 2, 2012
June 5/06

Project: NMMU Project Plans Program
Date: Fri 8/30/13

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Page 1

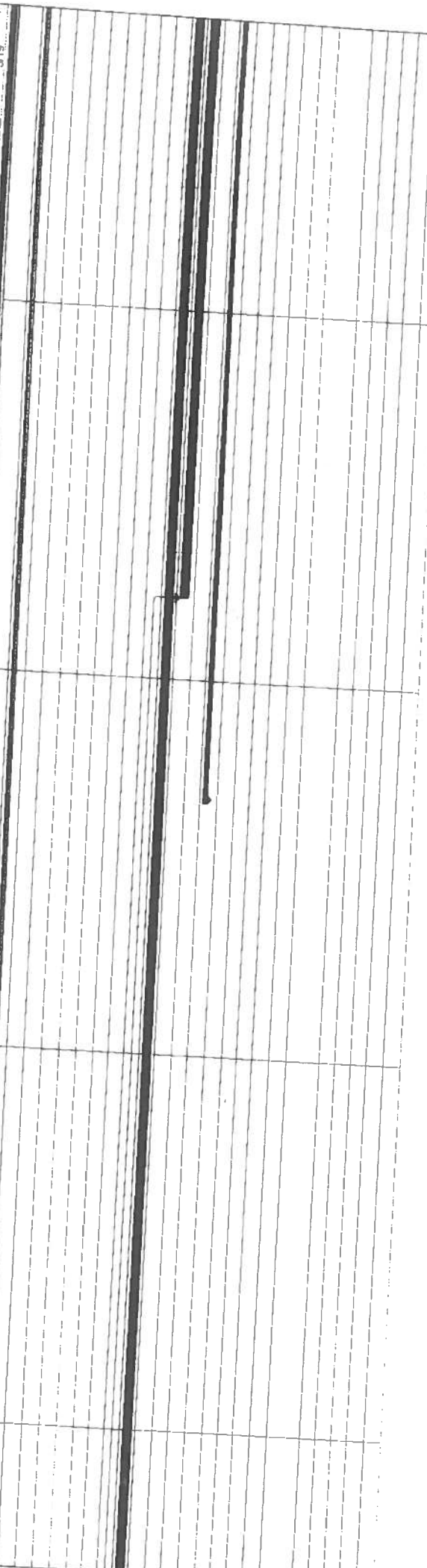
Task Split Milestone Summary

Project Summary External Tasks External Milestone Inactive Task

Duration-only Manual Summary Rollup Manual Summary Start-only

Finish-only Progress Deadline

527 June 6/17 Qtr 3, 2012 July 7/8 August 7/29 September 9/9 October 9/30 November 10/21 December 12/23 January 1/13 February 2/3 March 3/17 April 4/7 May 5/19



Task
Split
Milestone
Summary

Project Summary
External Tasks
External Milestone
Inactive Task

Inactive Task
Inactive Milestone
Inactive Summary
Manual Task

Duration-only
Manual Summary Rollup
Manual Summary
Start-only

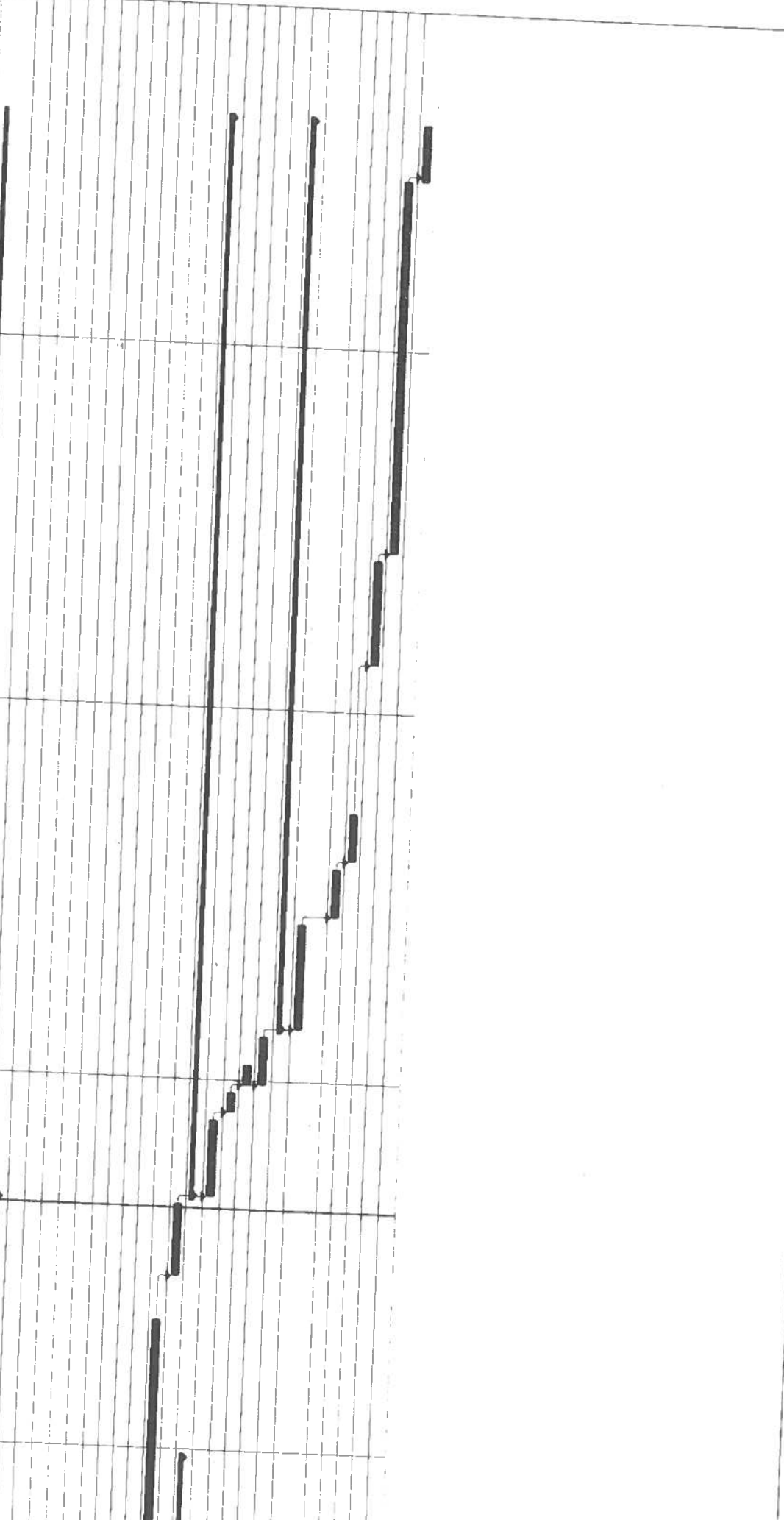
Finish-only
Progress
Deadline

Project: NMMU Project Plans Program
Date: Fri 8/30/13

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June 6/30 7/21 7/21 August 8/11 8/11 Qtr 3, 2013
 September 9/1 9/1 9/22 9/22 October 10/13 10/13 Qtr 4, 2013
 November 11/3 11/3 11/24 11/24 December 12/15 12/15
 January 1/5 1/5 1/26 1/26 Qtr 1, 2014
 February 2/16 2/16 2/16 2/16 March 3/9 3/9 3/30 3/30
 April 4/20 4/20 4/20 4/20 Qtr 2, 2014
 May 5/11 5/11 5/11 5/11 June 6/1 6/1 6/1 6/1



Project: NMANU Project Plans Program
 Date: Fri 8/30/13

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Page 3

Pursuant to our discussion with your Mr J Krige at the time of receiving the letter of appointment we have made contact with the Consulting Engineers appointed by yourselves to implement the "Transfer Station" (T.S) Project upon which the Decommissioning of the Munnik's Pass SWDF depends and report as follows:

- Mr Piet Rheeder of LHL Consulting Engineers of Bethlehem advised that they are only now commencing with the planning of the T.S.
- Accordingly Mr Rheeder is not yet able to provide a programme for the T.S Project.
- Mr Rheeder confirmed that a Environmental Basic Assessment must still be undertaken. It is presumed that such process will be linked to the application for a permit (licence to operate).

Consequently Aurecon propose the following strategy for the implementation of the Decommissioning of the Munnik's Pass SWDF.

- In proceeding with the project works already commenced under the appointment for this project which terminated on 30 June 2011, Aurecon will instruct the Sub-Consultant (SRK Consulting) to continue with the Basic Assessment and Licencing Process for the Decommissioning of the Munnik's Pass SWDF.
- Aurecon will proceed with preliminary designs, specification and the civil engineering works required under the decommissioning programme.
- Aurecon together with LHL Consulting Engineers will estimate the time period required for the T.S programme (start to finish).
- Aurecon will compile a provisional programme and budget for the decommissioning project based on the T.S programme – thus allowing for initial activity, T.S programme time lapse and final activity for the Decommissioning programme
- Aurecon will presume the appointment to include the Additional Services namely:
 - Site Supervision during Construction at Level 3 (see attached Guideline Scope of Services & Tariff of Fees extract, pages 12 & 13, Item 6c).

- o In terms of the construction regulations published in July 2003 of the OHS Act (Act No 85 of 1993), the municipality has to comply with certain provisions pertaining to the Duties the Client has to perform - Aurecon thus assumes delegation for the duration of the project on behalf of the Camdeboo Municipality.
- Aurecon will make provision in the programme & budget for an Environmental Control Officer whose duty it will be to ensure that all contract work done on site will be to the standards and conditions contained in the Record of Decision document as will become apparent when issued.
- Aurecon will immediately proceed with a MIG fund application based on the project program and budget once it is approved by the Camdeboo Municipality.

All of the above additional services will be charged at a time and cost basis In terms of the Guideline Scope of Services & Tariff of Fees.

Your sanction of the foregoing will enable us to proceed to prepare the "Form of Agreement for Consulting Engineering Services, July 2003" for signature. This, together with the requested Preliminary Project Implementation Programme and Budget will be delivered to your offices in due course.

Kindly forward all correspondence pertaining to this project for the attention Messrs G. Roberts and O. Long recording the reference number reflected above.

Yours faithfully


OSWALD LONG
pp Aurecon


pp GEOFF ROBERTS
Project Director

ATTACHMENTS

Please find:

- 1. A copy of the letter from our Broker confirming our Professional Indemnity Assurance details and period of Insurance.**
- 2. The Project Organogram**
- 3. An Extract of pages 1, 12 & 13 of the “Guideline Scope of Services and Tariff of Fees” being Board Notice 190 of 2010 as promulgated in Government Gazette Notice of 23 December 2010 follows: Item 6 (c) Level 3 is pertinent to the content of the cover letter hereof.**



JONKER CONSULTING INTERNATIONAL

INTERNATIONAL MANAGEMENT AND LIABILITY CONSULTANTS
TO PROVIDERS OF PROFESSIONAL SERVICES

*Jonker Serenitas
288 Eridanus Street
Waterkloof Ridge 0181*

*P O Box 11184
Maroelana 0161*

*Tel: (012) 460-0449
Fax: (012) 460-1610
Cell: 082 789-7525
Int. Code (2712)
E-Mail: jonkerw@nwweb.co.za
BEE Status: EME Level 4*

1 July 2011

LECTORI SALUTEM

This serves to confirm that we have arranged Professional Indemnity Insurance cover on behalf of Aurecon South Africa (Pty) Ltd and/or all Associated and/or Affiliated Companies/Legal Entities on the following basis:

Limit of Liability:	R50-million per claim
Excess:	R5.25-million aggregate
Insurers:	Lloyds of London
Policy Number:	P11A316603P
Jurisdiction:	Worldwide
Period of Insurance:	1 July 2011 to 30 June 2012

We confirm that the premium has been paid.


DR W.A. JONKER
For : Jonker Consulting International

BOARD NOTICE

BOARD NOTICE 190 OF 2010

Page 1

Engineering Council of South Africa

**Guideline Scope of Services and Tariff of Fees
for Persons Registered in terms of the
Engineering Profession Act, 2000,
(Act No.46 of 2000)**

The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act, 2000 (Act No. 46 of 2000) determined the guideline scope of services and tariff of fees in the Schedule.

Any amount mentioned in or fee calculated in terms of this Schedule is exclusive of Value Added Tax.

The commencement date of these Rules shall be 1 January 2011.

- Incorporation of any targeted participation goals,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - auditing compliance to the above by any contractors and/or professional consultant.
- (20) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
- (21) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.

3.3.2 Construction Monitoring

- (1) If the construction monitoring, as set out in clause 3.2.5, is deemed to be insufficient by the parties, the consulting engineer may, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the client. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause 3.2.5.
- (2) Alternatively, the client may appoint or make available staff, as intended in clause (1), subject to approval by the consulting engineer.
- (3) Staff, as intended in clauses (1) and (2), shall report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer only and shall be deemed to be in the employ of the consulting engineer.
- (4) Should any change regarding the persons utilized for additional on-site monitoring or their remuneration or duration of services be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the client prior to the implementation thereof.
- (5) If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the consulting engineer shall provide additional services, including additional site visits, as required and agreed to in writing with the client prior to commencement thereof.
- (6) The duties of the consulting engineer for the following four defined levels of construction monitoring, respectively, are as follows:
- (a) Level 1:
The construction monitoring staff shall:-
- (i) Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.
 - (ii) Visit the works at a frequency agreed with the client to review important materials, critical work procedures and/or completed elements or components.
 - (iii) Be available to advise the contractor on the technical interpretation of the plans and specifications.
- (b) Level 2:
The construction monitoring staff shall:-
- (i) Review, preferably at the earliest opportunity, a sample of each important –
Work procedure
Construction material

for compliance with the requirements of the plans and specifications and review representative samples of important completed work prior to enclosure or completion as appropriate.

(ii) Visit the works at a frequency agreed with the client to review important materials, critical work procedures and/or completed elements or components.

(iii) Be available to provide the contractor with technical interpretation of the plans and specifications.

(c) Level 3:

The construction monitoring staff shall:

(i) Maintain a part-time presence on site as agreed with the client to review random samples and review important completed work prior to enclosure or on completion as appropriate.

(ii) Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(iii) Be available to provide the contractor with technical interpretation of the plans and specifications.

(d) Level 4:

The construction monitoring staff shall:-

(i) Maintain a full time presence on site to constantly review –

Work procedures

Construction materials

for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

(ii) Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(iii) Be available to provide the contractor with technical interpretation of the plans and specifications.

3.3.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

Should the client require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following:

(1) 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).

(2) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

3.3.4 Quality Assurance System

Where the client requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.



Munisipaliteit Camdeboo Municipality

Best Performing Municipality 2010 - Beste Presterende Munisipaliteit 2010

Town of the Year 2010 - Dorp van die Jaar 2010

Phone/Foon: 049 8075700
Fax/Faks: 049 8924319
eMail: townclerkgrtmun@intekom.co.za

Church Square/Kerkplein
P O Box/Posbus 71
GRAAFF-REINET
6280

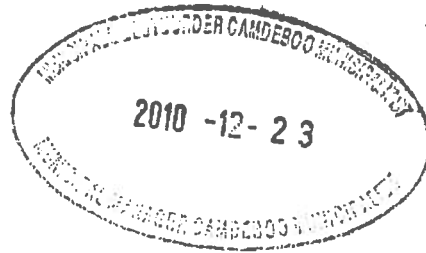
85309

Reference:- 16/5/5/140493

Enquiries:- MR T DU BUISSON

12 November 2010

AURECON
PO BOX 5328
WALMER
PORT ELIZABETH
6065



Sir

ATTENTION:- MR GEOFF ROBERTS

CAMDEBOO MUNICIPALITY:- DECOMMISSIONING OF EXISTING WASTE FACILITY: CONSULTING ENGINEERING SERVICE AGREEMENT.

Herewith the signed Consulting Engineering Service Agreement regarding the above.

We would request you to provide us with a signed copy of the document for our records.

Yours faithfully

**M.G.LANGBOOI
MUNICIPAL MANAGER**

① Sallie return a copy
of signed agreement with Mr
T. Du Buisson

② Ossie, can I ask you to handle
this as well? Let me know otherwise will ask Jan

Geoff

Please address all correspondence to the: Municipal Manager

AGREEMENT

This AGREEMENT is made between

CAMDEBOO MUNICIPALITY

(the "Client")

of P O BOX 71, GRAAFF-REINET, 6280

AND AURECON SOUTH AFRICA (PTY) LTD

(the "Consulting Engineer")

of **LYNX OFFICE PARK, CNR 3RD AVE & HEUGH RD, WALMER, 6070**

The Client intends to proceed with the following project:

DECOMMISSIONING OF EXISTING SOLID WASTE FACILITY

and hereby engages the Consulting Engineer to provide professional Services as described in Annexure A of this agreement and the Consulting Engineer agrees to perform such services for the remuneration described in Annexure B of this agreement.

SPECIFIC PROVISIONS

The following documents form part of this Agreement:-

The Form of Agreement for Consulting Engineering Services – July 2003 – published by the South African Association of Consulting Engineers (not bound in or issued with this Agreement).

Standard Conditions of Agreement contained in the Form of Agreement
Government Gazette No 31749 (2 January 2009) Board Notice 1 and 2.

Copies of these documents can be provided should you require.

Amendments

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

None

Special Conditions

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 Annexure A of this agreement.

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), as applicable at the time of signature of this Agreement, subject to the following amendments :

None

Exceptional Services

The Scope of Services includes the following Exceptional Services :

None

Professional Indemnity Insurance

Limit of indemnity per claim

Commensurate with the size of our practice.

Limit of indemnity in the aggregate

Twice the amount of fees excluding reimbursements and expenses


Deductible

Twice the amount of fees excluding reimbursements and expenses

Signed at GRAAFF REINET on this

17 day of NOVEMBER 2010


For the Client


.....

Signed at Pont Elizabeth on this

6th day of December 2010

For the Consulting Engineer


.....

ANNEXURE A
SCOPE OF SERVICES

The Services to be provided by the Consulting Engineer in respect of this Agreement and with reference to the gazetted Board Notice 37 of 2007 Section 2 – Guideline Scope of Services are as follows:

A1 Normal Service :

As per our proposal dated 22 July 2010 as well as quotation received from SRK Consulting (refer copies attached).

A2 Additional Services :

None

A3 Exceptional Service :

None

ANNEXURE B
REMUNERATION

1. The remuneration to be paid to the Consulting Engineer for providing the Services required under this Agreement shall be in accordance with the provisions of the Government Gazette No. 31749, 2 January 2009, Board Notice 1 and 2.

The relevant sections for payments are :

As per our proposal letter dated 22 July 2010 as well as quotation received from SRK Consulting (refer copies attached).

2. Invoices are payable within 30 days. Interest will be payable at 2% per month on outstanding payments.