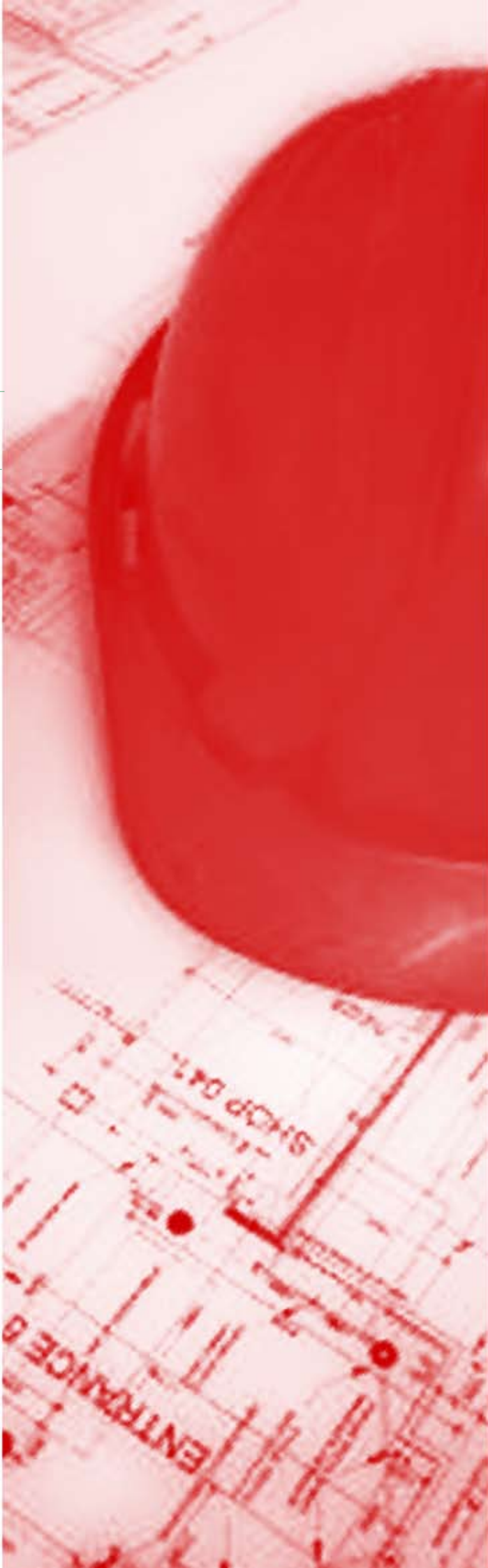


MODEL FORM



The Association of Consulting Engineers of Namibia (ACEN) is a voluntary organisation of individual Consulting Engineering Firms, formed to uphold standards, advance the profession and promote the interests of its members.

ACEN is a member association of **FIDIC** – The International Federation of Consulting Engineering Associations, based in Switzerland.

The Association is a focal point for contact between consulting engineers, the public, government and government organisations and the private sector.

The Association publishes a variety of documents, including these Model Forms, which can be obtained from the Secretary of the Association.

Copies of these and other documents can be obtained from:

*The Secretary
Association of Consulting Engineers
CIF Building, 22 Stein Street
PO Box 25837
Windhoek
Namibia
Tel: +264-(0)61-227672
Fax: +264-(0)61-220980
E-mail: acen@mweb.com.na
Website: <http://www.acen.org.na>*

The cost of these Model Forms:

*N\$ 50-00 for a A4 printed copy
N\$ 500-00 for a pdf-version on cd
N\$ 70-00 for Part 2 alone as a separate document in book form.*

ACEN employs a full time professional engineer to interact with Clients and to assist them with technical, legal and other matters related to member firms.

These Model Forms comprise the following components:

- Part 1:** Agreement
- Part 2:** Standard Conditions of Agreement & Fee Scales
- Part 3:** Special Conditions of Agreement

Appendices:

- Appendix A: Scope of Services Required
- Appendix B: List of Recommended Rates for Expenses

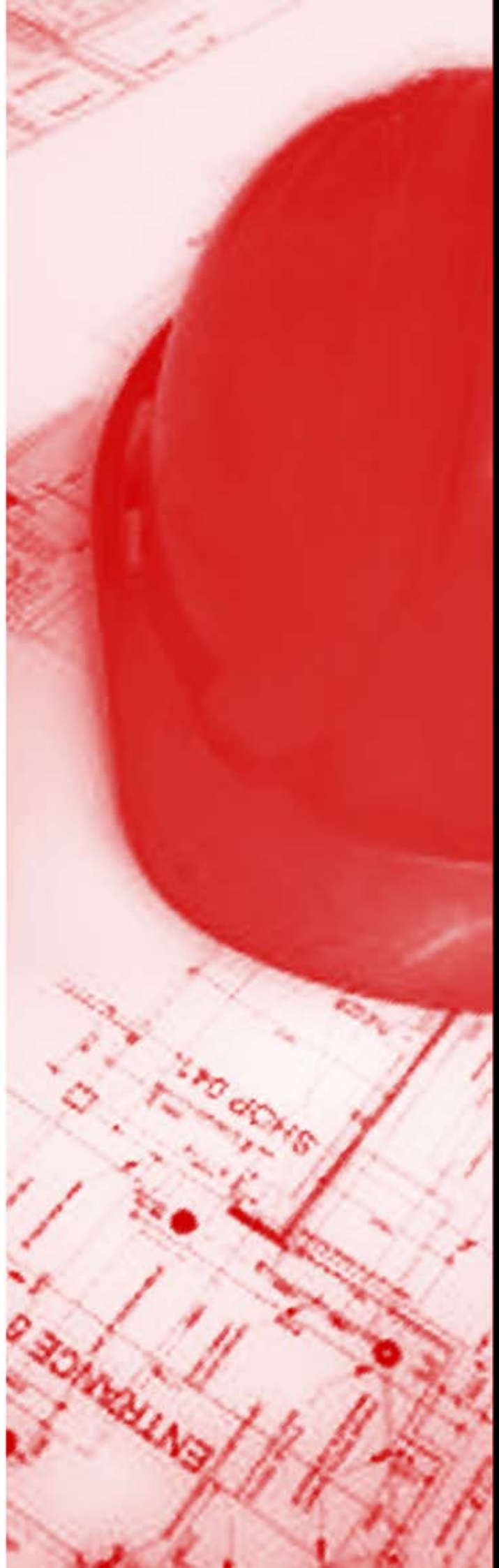


MODEL FORM

PART 1

AGREEMENT

SEPTEMBER 2005



Part 1: Agreement

This **AGREEMENT** is made between(the "**Client**") of
Postal Address

Tel Fax..... E-mail

Physical Address

AND(the "**Engineer**") of

Postal Address

Tel Fax..... E-mail

Physical Address

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

.....
.....
.....

and hereby engages the **Engineer** to provide professional **Services** as described in **Appendix A** and the **Engineer** agrees to perform such **Services** for the remuneration described in **Part 2** of this document and disbursements as set out in Appendix B of this document.

IN WITNESS WHEREOF the parties hereto have set their hand in the presence of the subscribing witnesses:

aton this day of 20.....

AS WITNESSES:

1. 2.

.....

for and on behalf of the **CLIENT**

aton this day of 20.....

AS WITNESSES:

1. 2.

.....

for and on behalf of the **CONSULTING ENGINEER***

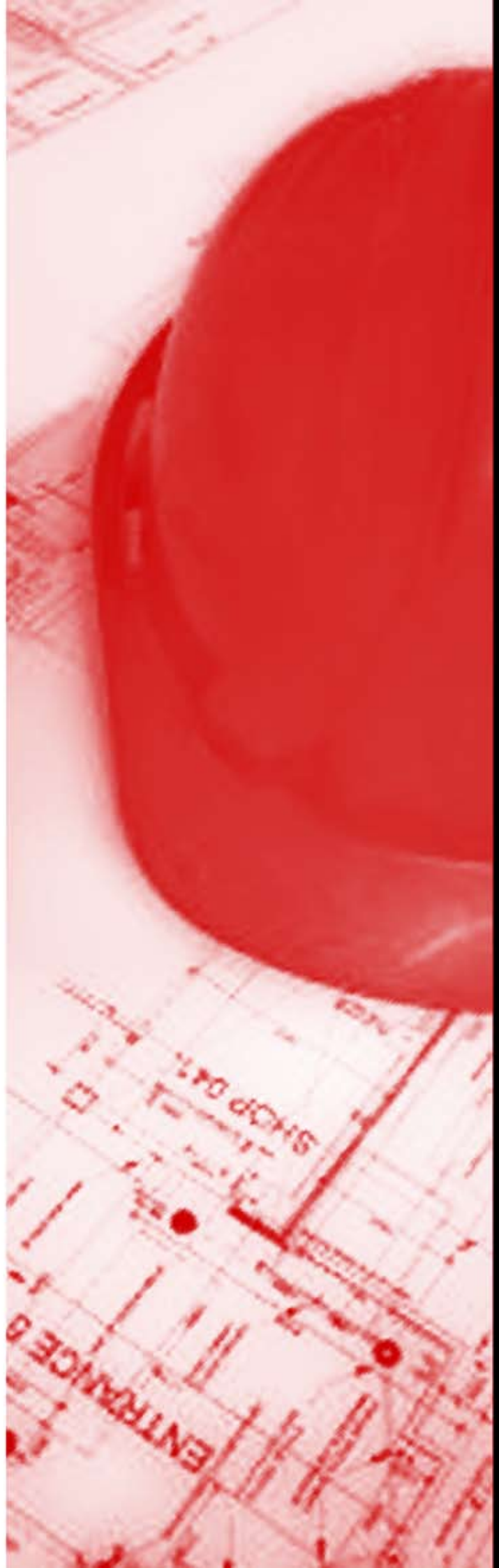
(*a Registered Member Firm of the Association of Consulting Engineers of Namibia)

MODEL FORM

PART 2

STANDARD CONDITIONS OF AGREEMENT AND RECOMMENDED FEE SCALES

SEPTEMBER 2005



Part 2: Standard Conditions of Agreement & Recommended Fee Scales

The "Standard Conditions of Agreement and Recommended Fee Scales" consists of a separate pre-printed document.

Copies of this document can be obtained from the Association of Consulting Engineers of Namibia of N\$200 *per copy*.

Standard Conditions of Agreement and Recommended Fee Scales

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Standard Conditions of Agreement and Recommended Fee Scales

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

In this document unless the context indicates otherwise, an expression or word defined in **the Act** has a corresponding meaning, and:

"Additional Services" means the **Services**, additional to **Normal Services**, defined as such in the **Scope of Services** for the **Project**.

"Agreement" means this **Agreement** comprising the **Agreement** and **Standard Conditions of Agreement & Recommended Fee Scales** and the **Special Conditions of Agreement**, together with any appendices thereto, between the **Client** and the **Engineer** for the provision of **Services** on the **Project**.

"Appendix A" means that component of the **Model Form** that defines the scope of the **Services** to be provided by the **Engineer** for the **Project**.

"Appendix B" means the list of Recommended Rates for expenses that forms part of the Model Form.

"Bill of Quantities" means a list of items, components or services to be priced by a Contractor, broken down to a logical and practical level, which will enable the Engineer to evaluate prices, payment claims and additional work, but excluding a simple list of prices of countable items or components.

"Building Project" means any project involving alterations to existing works and/or the construction of new works which comprise mainly works of a building nature and for the planning of which the **Client** employs a team of building professionals and appoints one of them as his **Principal Agent** for that project.

"Client" means the **party** named in this **Agreement**, who employs the **Engineer**.

"Contract" means the agreement or agreements between the **Client**, or his designated representative, and the **Contractor (s)** for the execution of all or a portion of the **Works** by the **Contractor(s)**.

"Contract Documents" means all documents relating to the **Works** including those issued by or through the **Engineer** or the **Principal Agent**, including, but not limited to, the contract drawings, bills of quantities, specifications and schedules and any amendments thereto.

“Construction Monitoring” means the monitoring of construction by the **Engineer** of the **Engineering Works** for compliance with the **Contract Documents**.

“Contractor” means any person or legal person under contract to the **Client** to execute the **Works** or part thereof and includes any sub-contractor to whom any part of the **Works** has been sub-let by a **Contractor** or by the **Client**.

“day” means the period between any one midnight and the next.

“Engineer” means the firm or individual who is a member firm of the Association of Consulting Engineers of Namibia and is the contracting party named in the **Agreement** as being engaged by the **Client** to perform the **Services** and of which the majority of principals are registered with the **Engineering Council of Namibia** as Professional Engineers or Incorporated Engineers.

“Engineering Council of Namibia” means the juristic body initially established as the South West African Engineering Council in terms of Section 2 of the Engineering Profession Act, 1986.

“Engineering Project” means any project involving alterations to existing works and/or the construction of new works that comprise mainly works of an engineering nature and for the planning of which the **Client** employs an engineer.

“Engineering Works” means that part of the **Project** for which the **Engineer** is responsible.

“Model Form” means the document published by the Association of Consulting Engineers that forms a logic unit with this document and contains **Special Conditions of Agreement, Appendix A, Appendix B** and the **Agreement**.

“month” means a period of one month according to the Gregorian calendar commencing with any day of the month.

“Normal Services” means the **Services** usually included in the four stages of a project, as defined in the **Scope of Services** for that project, that the **Client** requires the **Engineer** to perform on the **Project**.

“party” and **“parties”** means the **Client** and the **Engineer** and **“third party”** means any other person or entity, as the context requires.

“Principal Agent” means the member of the professional team appointed by the **Client** to take overall responsibility for the administration of the **Project**, including the work of other members of the professional team.

“Project” means the project named in this **Agreement** for which the **Services** are to be provided.

“Services” means the consulting engineering service to be performed by the **Engineer** in accordance with this **Agreement** and comprises **Normal Services** and **Additional Services**.

"Special Conditions of Agreement" means those clauses in this **Agreement** and **Special Conditions of Agreement** document that define those responsibilities of the **parties** that are particularly applicable to the specified **Project**.

"Stage" means a stage of **Normal Services**, either the Report Stage, the Preliminary Design Stage, the Design and Tender Stage or the Construction Stage, or any other Stage of the **Services** to be performed by the **Engineer**, as described in this **Agreement**.

"Standard Conditions of Agreement" means that component of this document which contains the standard clauses defining the responsibilities of the **parties** on matters which are usually applicable to all forms of appointment of an **Engineer** as a consultant on a project.

"Statutory Tax" means Value Added Tax, Sales Tax or any other statutory tax or levy applicable to this **Agreement**.

"the Act" means the Engineering Profession Act, 1986 (Act No. 18 of 1986).

"Value of the Engineering Works" means the total amount, exclusive of Value Added Tax, certified or which would be certified for payment to **contractors** (irrespective of who actually carries out the work) in respect of the **Engineering Works** designed, specified or administered by the **Engineer**, before deduction of liquidated damages or penalties, including -

- (a) a pro-rata portion of all preliminary and general items applicable to the Engineering Works; and
- (b) escalation during the pre-tender and construction period
- (c) the costs of new materials, goods or equipment, or a fair valuation of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **Client** and including the cost, or a fair valuation of the cost, of installation (the sourcing, inspection and testing of such will comprise **Additional Services** by the **Engineer**);

"Wet Services" means hot and cold water services, plumbing and internal drainage systems, fire fighting systems including fire hydrants, reel systems including and sprinkler installations.

"Works" means all the activities on the **Project** which the **Contractor** is under **Contract** to the **Client** to perform or that are intended to be performed, including the supply of goods and equipment.

"year" means a period of one year according to the Gregorian calendar commencing with any day of the year.

1.2 INTERPRETATION

- (1) The headings in this **Agreement** shall not be used in its interpretation.
- (2) The singular includes the plural; the masculine includes the feminine and vice versa where the context requires.
- (3) If there is conflict between any of the provisions of this **Agreement** then the following order of priority shall apply in the interpretation of the **parties'** obligations:
 - Part 3: Special Conditions of Agreement,
 - Appendix A – Scope of Services Required
 - Appendix B – List of Recommended Rates for Expenses
 - Part 2: Standard Conditions of Agreement and Recommended Fee Scales
 - Current publications of the Engineering Council of Namibia
 - Current publications of the Government of Namibia
- (4) All monetary amounts exclude tax.
- (5) Words or expressions in bold font are defined in Clause 1.1.

2. OBLIGATIONS OF THE ENGINEER

2.1 DUTY OF CARE

The **Engineer** shall exercise reasonable skill, care and diligence in the performance of the **Services**.

2.2 EXERCISE OF AUTHORITY

Where the **Services** include the exercise of powers to certify, decide or exercise discretion in terms of a contract between the **Client** and any **third party**, then the **Engineer** shall act in accordance with that contract, but as an independent professional.

2.3 DESIGNATED REPRESENTATIVE

The **Engineer** shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions and to give information to the **Client** on behalf of the **Engineer**.

2.4 CO-OPERATION WITH OTHERS

The **Engineer** shall perform the **Services** in conjunction with any other engineers or specialists who are providing services to the **Project** and he may make recommendations to the **Client** in respect of such appointments for certain parts of the **Project**. The **Engineer** shall only be responsible for his own performance and the performance of those other engineers or specialists whom he has specifically appointed to assist him with the **Services**.

2.5 NOTICE OF CHANGE

On becoming aware of any matter which shall materially change, or has changed, the scope, cost or timing of the **Services** or the **Works**, the **Engineer** shall give notice to the **Client**, save that the **Engineer** is empowered to make minor changes or valuations within the overall programme or budget and within such parameters as are defined by the **Client**, provided that such changes are reported timeously to the **Client**.

2.6 CONSTRUCTION STAGE SERVICES

The **Engineer** will monitor construction to the extent described in 9.1.5 or 9.2.2 of this document and indicated in Part 3 of the Model Form for Engineering Services as well as in **Appendix A**.

The **Engineer** cannot ensure the performance of the **Contractor** nor guarantee against failure by the **Contractor** to perform his work in accordance with the **Contract**. The provision of construction stage services creates no contractual relationship between the **Engineer** and the **Contractor** and the **Engineer** has no liability to the **Contractor** in any way arising out of such **Services**.

3. OBLIGATIONS OF THE CLIENT

3.1 INFORMATION

The **Client** shall timeously provide to the **Engineer**, free of cost, all information that may be reasonably required for the provision of the **Services**. The **Engineer** shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the **Client**.

3.2 DECISIONS

The **Client** shall give his decision in writing on all matters properly referred to him by the **Engineer** within a reasonable time so as not to delay the **Services** or the **Contract**.

3.3 ASSISTANCE

The **Client** shall co-operate with the **Engineer** and shall not interfere with or obstruct the proper performance of the **Services**. The **Client** shall as soon as it is reasonably possible:

- (1) Authorise the **Engineer** to act as his agent as may be necessary for the performance of the **Services**.
- (2) Provide all available maps, plans, record drawings and other relevant information.
- (3) Procure the **Engineer's** ready access to the **Project** site.
- (4) Obtain all approvals, licences and permits from governmental, regional and municipal authorities having jurisdiction over the **Project**, unless otherwise stated in **Appendix A**.

- (5) Designate in writing a person to act with his complete authority to give instructions for him and to receive information on his behalf.

3.4 SERVICES OF OTHERS

The **Client** shall at his cost engage such other engineers and specialists as may be necessary for the proper completion of the **Project**. The **Engineer** shall cooperate with such other engineers and specialists, but shall not be responsible for them or for their performance.

3.5 NOTICE OF CHANGE

On becoming aware of any matter which materially shall change, or has changed, the scope, cost or timing of the **Services** or the **Works**, or on becoming aware of any defect or deficiencies in the **Services** or the **Works**, the **Client** shall give appropriate notice to the **Engineer**.

3.6 ISSUE OF INSTRUCTIONS

Where the **Engineer** is required to administer the work of others or of any contract on behalf of the **Client**, then the **Client** shall only issue instructions related to such work or contract through the **Engineer**. Further, the **Client** shall not enter into any agreement or contract which describes the duties of the **Engineer** or imposes obligations on him without first obtaining the **Engineer's** written agreement thereto.

4. DURATION OF AGREEMENT

4.1 COMMENCEMENT

The appointment of the **Engineer** shall commence from the date of this **Agreement** or from the time when the **Engineer** began to perform any of the **Services** provided for in this **Agreement**, whichever is the earlier.

4.2 COMPLETION

Unless terminated under one of the other clauses, the appointment of the **Engineer** shall be completed when the **Engineer** submits the final report or when he renders the closing account, whichever is the later.

4.3 FORCE MAJEURE

If circumstances arise for which the **Engineer** is not responsible and which make it impractical or impossible for the **Engineer** to perform the **Services** in the normal manner as contemplated by the **parties** in accordance with this **Agreement** in whole or in part, then the **Engineer** shall promptly notify the **Client**.

If in those circumstances certain **Services** have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain **Services** has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances. The **Client** shall pay to the **Engineer** such additional fees and expenses as may be agreed as

appropriate for the work undertaken by the **Engineer** in providing the necessary additional **Services**.

4.4 TERMINATION BY THE CLIENT

The **Client** may suspend all or part of the **Services** or terminate this **Agreement** by notice to the **Engineer** who shall immediately make arrangements to stop the **Services** and minimise further expenditure.

4.5 TERMINATION BY THE ENGINEER

The **Engineer** may by notice of at least 30 days terminate this **Agreement**, or at his discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the **Services**:

(1) when, 30 days after the due date for payment of any invoices, the **Engineer** has not received payment of that part of it which has not by that time been contested in writing by the **Client**, or

(2) when the **Services** have been suspended under either Clause 4.3 or 4.4 and the period of suspension has exceeded 6 months, or it is clear to the **Engineer** that it will be impossible or impractical to resume the suspended **Services** before the period of suspension has exceeded 6 months, or

(3) if the **Client** is in material breach of a term of this **Agreement** and fails to rectify such breach within 14 days of the receipt of written notice requiring him to do so.

4.6 PAYMENT DUE UPON SUSPENSION OR TERMINATION

Should instructions having been given by the **Client** to the **Engineer** to proceed with any of the **Stages** of the **Services** and the whole or part of the **Works** is cancelled or abandoned or postponed for a period of more than six months, the **Engineer** shall be remunerated for **Services** performed, plus a surcharge of ten percent of the full fee which would have been payable to the **Engineer** had his **Services** been completed in terms of his engagement.

4.7 RIGHTS AND LIABILITIES OF THE PARTIES

Completion, suspension or termination of this **Agreement** shall not prejudice or affect the accrued rights or liabilities of the **parties**.

5. REMUNERATION – GENERAL

5.1 PAYMENT

The **Client** shall pay the **Engineer** for **Services** rendered in accordance with the details stated in the **Special Conditions of Agreement** which form part of this **Agreement**. He shall further pay for any **Additional Services** in accordance with the principles contained in the **Special Conditions of Agreement** or at rates and prices as stated in the Model Form. Where a payment schedule has not been agreed then the **Engineer** will be entitled

to render interim monthly invoices, based on progress, throughout the duration of the **Services**.

5.2 DUE DATE FOR PAYMENT

In cases where a schedule for payment has been agreed the due dates for payment will be in accordance with that schedule or as has otherwise been subsequently agreed between the **Client** and the **Engineer**. In all other cases the due date for payment will be the date of issue of the invoice.

5.3 TIME FOR PAYMENT

Amounts due to the **Engineer** shall be paid in full within thirty (30) days of the date of issue of any invoice. If the **Engineer** does not receive payment by that time then he shall be paid interest at the prevailing overdraft rate charged by his bank against his firm's bank account plus 3 percentage points per annum compounded daily calculated from the due date for payment. A certificate from a duly appointed official of the **Engineer's** bank or a copy of a recent bank statement shall be prima facie proof of the overdraft rate charged by such bank on that account.

5.4 DISPUTED INVOICES

If any item or part of an item in an invoice submitted by the **Engineer** is disputed by the **Client**, the **Client** shall give notice of such dispute, with reasons, before the time for payment has expired, but shall not delay payment on the remainder of the invoice. Clause 5.3 shall apply to contested amounts which are finally determined to be payable to the **Engineer**. Where the **Client** inadvertently overpays the **Engineer** then the **Engineer** shall refund the excess amount on the same basis as in Clauses 5.3 and 5.4.

5.5 REIMBURSABLE EXPENSES

All expenses necessarily incurred by the **Engineer** in connection with the **Services** shall be reimbursed on a monthly basis as an additional charge.

5.6 INDEPENDENT AUDIT

In the case of **Services** carried out on a time charge basis and for all other directly reimbursable expenses the **Engineer** shall keep records which clearly identify such time and expenses and shall retain such records for a period of one year after the completion or termination of the **Services**. Within this period the **Client** may, on not less than 14 days notice, require that a reputable and independent firm of accountants, nominated by the **Client** and at the **Client's** expense, audit any such time and expenses claimed by the **Engineer** by attending during normal working hours at the office where the records are kept.

6. LIABILITY AND INSURANCE

6.1 LIABILITY OF THE ENGINEER

The **Engineer** shall only be liable to pay compensation to the **Client** arising out of or in connection with this **Agreement** if a breach of Clause 2.1 is established against him. Furthermore, the Client shall have no separate delictual right of action against the Engineer.

6.2 LIABILITY OF THE CLIENT

The **Client** shall be liable to the **Engineer** arising out of or in connection with this **Agreement** if a breach of an obligation in terms of this **Agreement** is established. The **Engineer** shall have no separate delictual right of action against the **Client**.

6.3 COMPENSATION

If it is established that either **party** is liable to the other, compensation shall be payable only on the following terms:

(1) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.

(2) The compensation payable by either **party** shall be reduced by the court/arbitrator/mediator to such extent as is deemed just and equitable having regard to the degree in which the other **party** or any **third party** was at fault in relation to the loss or damage. The liability of the **parties** is not joint and each party shall only be liable for that proportion of the compensation, which is attributable to his fault.

(3) In any event, the amount of such compensation will be limited to the amount specified in Clause 6.5.

6.4 DURATION OF LIABILITY

Notwithstanding the terms of any applicable statute of limitation neither the **Client** nor the **Engineer** shall be held liable for any loss or damage resulting from any occurrence unless a claim is made in terms of Clause 8 within the period stated in the **Special Conditions of Agreement**, or, where no such period is stated, within a period of three years from the date of termination or completion of this **Agreement**.

6.5 LIMIT OF COMPENSATION

The maximum amount of compensation payable by either **party** to the other in respect of liability under this **Agreement** is limited to an amount equal to twice the amount of fees payable to the **Engineer** under this **Agreement**, excluding reimbursements and expenses unless otherwise stated in the **Special Conditions of Agreement**.

Each **party** agrees to waive all claims against the other in so far as the aggregate of compensation, which might otherwise be payable, exceeds the aforesaid maximum amount payable.

If either **party** makes a claim for compensation against the other **party** and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of clause 8 for such costs as may be awarded.

6.6 INSURANCE FOR LIABILITY AND INDEMNITY

The **Engineer** agrees to arrange and maintain professional indemnity insurance cover in respect of the **Services** provided under this **Agreement** for the duration of the liability period in terms of clause 6.4, and in accordance with the details set down in the **Special Conditions of Agreement**.

6.7 INDEMNITY BY THE CLIENT

The **Client** shall indemnify the **Engineer** against all claims by **third parties** which arise out of or in connection with the rendition of the **Services** save to the extent that such claims do not in the aggregate exceed the limit of compensation in clause 6.5 or are covered by the insurance cover arranged under the terms of clause 6.6.

6.8 EXCEPTIONS

Clauses 6.5 and 6.7 shall not apply to claims arising from deliberate misconduct.

6.9 RIGHTS OF RECOURSE

Notwithstanding the provisions of clauses 2.1, 2.6 and 6.1 of the **Conditions of Agreement** and any other contractual duty imposed on the **Engineer** in terms of **contract documents**, the **Client** undertakes to exhaust all its contractual remedies against the **Contractor**, before exercising any contractual rights of recourse it may have against the **Engineer** in the event of the **Client** suffering any damages as a result of any breach by the **Contractor** of his obligations in terms of the **contract documents**.

7. GENERAL PROVISIONS

7.1 GOVERNING LAW

This Agreement shall be governed by the law of the Republic of Namibia.

7.2 CHANGES IN LEGISLATION

If, after the date of this **Agreement**, the cost or duration of the **Services** is altered as a result of changes in, or additions to, any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the **Project**, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.

7.3 ASSIGNMENTS AND SUB-CONTRACTS

(1) Should the **Engineer**, being an individual or the last survivor of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by this **Agreement**, this **Agreement** shall be terminated without prejudice to the accrued rights of either **party** against the other.

(2) Except as defined in (1) above, each **party** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other **party** to this **Agreement** and to the partners, successors, executors, administrators, assigns and legal representatives of the other **party** in respect of all obligations and liabilities of this **Agreement**.

(3) Neither **party** shall assign, sublet or transfer any right or obligation under this **Agreement** without the written consent of the other **party**, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this **Agreement**.

(4) The **Engineer** shall not without the written consent of the **Client**, which consent shall not be unreasonably withheld, initiate, vary or terminate any sub-contract for performance of all or part of the **Services**.

7.4 OWNERSHIP OF DATA, DESIGNS AND DOCUMENTS

The **Engineer** shall retain copyright of all documents prepared by him. The **Client** shall be entitled to use them or copy them only for the **Project** and the purpose for which they are intended and need not obtain the **Engineer's** permission to copy for such use;

The ownership of data and factual information collected by the **Engineer** and paid for by the **Client** shall, after payment by the **Client**, lie with the **Client**;

The **Client** shall have no right to use any documents referred to in this Clause where any or all of the fees and expenses payable to the **Engineer** have not been paid in accordance with this **Agreement**.

In the event that the **parties** agree that the copyright in the documents shall be ceded to the **Client** then the **Engineer** shall not be liable in any way for the use of any of the information other than as originally intended for the **Project** and the **Client** hereby indemnifies the **Engineer** against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

7.5 CONFLICT OF INTEREST AND CORRUPTION

Unless otherwise agreed in writing by the **Client**, the **Engineer** and his personnel shall have no interest in nor receive remuneration in connection with the **Project** except as provided for in this **Agreement**. The **Engineer** shall not engage in any activity, which may conflict with the interests of the **Client** under this **Agreement**.

Notwithstanding any damages that may be claimed against the **Engineer** in law, the **Client** will be entitled to terminate this **Agreement** in accordance with Clause 4.4, if it is shown that the **Engineer** is guilty of:

- (1) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of this **Agreement**; or
- (2) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the **Client**, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

No surcharge for termination as specified in Clause 4.6 will be applicable if it is shown that the Engineer is guilty.

7.6 NOTICES

Notices under this **Agreement** shall be in writing and will take effect from receipt at the physical address stated in the **Special Conditions of Agreement**, Clause 7.6 Delivery may be by registered letter or by hand against written confirmation of receipt or by facsimile.

7.7 PUBLICITY AND PUBLICATION

Unless otherwise specified in the **Special Conditions of Agreement** the **Engineer** shall not release public or media statements or publish material related to the **Services** or **Project** within two (2) years of completion of the **Services** without the written approval of the **Client**, which approval the **Client** shall not unreasonably withhold. The **Client** shall not make premeditated public or media statements relating to the **Services** provided by the **Engineer** without the prior and full knowledge and approval of the **Engineer**.

7.8 CONFIDENTIALITY

Both **parties** shall keep all commercially sensitive information obtained by them in the context of this **Agreement** confidential and shall not divulge it without the written approval of the other **party**.

7.9 VARIATIONS

- (1) The **Client** may order variations to the **Services** in writing or may request the **Engineer** to submit proposals, including the time and cost implications, for variations to the **Services**;
- (2) The reasonable cost of preparation and submission of such proposals and the incorporation into this **Agreement** of any variations to the **Services** ordered by the **Client**, including any increase in the **Engineer's** fees and reimbursable costs, shall be agreed between the **Engineer** and the **Client**.

7.10 ELECTRONIC COMMUNICATIONS

The **parties** agreement regarding electronic communication is recorded in **Part 3: Special Conditions of Agreement, Clause 7.10**

7.11 SOLE AGREEMENT

This **Agreement** together with the attachments and appendices detailed in the **Agreement and Special Conditions of Agreement** constitutes the sole agreement for the **Services** between the **parties** and no representation not contained herein shall be of any force or effect between the **parties**. No amendments will be of any force and effect unless reduced to writing and signed by both **parties** as expressly intended to form part of this **Agreement**.

8. SETTLEMENT OF DISPUTES

8.1 SETTLEMENT

The **parties** shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this **Agreement** and may not initiate any further proceedings until either **party** has, by written notice to the other, declared that such negotiations have failed.

8.2 MEDIATION / ADJUDICATION

Any such dispute or claim, which cannot be settled between the **parties**, may be referred by the **parties**, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the **parties** and, failing such agreement, shall be nominated by the President of the **Association of Consulting Engineers of Namibia**. The costs of the mediation shall be borne equally between the **parties** unless otherwise directed by the mediator.

8.3 ARBITRATION/LITIGATION

If either **party** is unwilling to agree to mediation or is dissatisfied with the opinion expressed by the mediator or if the mediation fails then such **party** may: -

8.3.1 Serve process instituting action arising out of such dispute or difference in a competent civil court; or

8.3.2 With the consent of the other **party** refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the President of the **Association of Consulting Engineers of Namibia**. The arbitration shall be in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the **parties** or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by Professional Association for Mediation and Arbitration of Namibia (PAMAN) or failing that, the Southern African Association of Arbitrators current at the date the arbitrator is appointed.

- 8.3.3 Service of process under Clause 8.3.1 or referral to arbitration under Clause 8.3.2 shall take place within three months of the date of notice from either **party** declaring that the settlement negotiations under Clause 8.1 have failed, or, if mediation is agreed on, within three months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed. Claims not brought within the time periods set out herein will be deemed to have been waived.

9. SCOPE OF SERVICES

9.1 NORMAL SERVICES

9.1.1 REPORT STAGE

The **Engineer** shall prepare and submit a report embodying preliminary proposals or feasibility studies and estimates of cost and time where appropriate for consideration by the **Client**. To complete the report he will do all or any of the following:

- (1) Consult the **Client** or **Client's** authorized representative.
- (2) Inspect the site of the **Project**.
- (3) Investigate route location and execute a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.
- (4) Consult authorities having rights or powers of sanction and the public and stakeholder groups.
- (5) Advise the **Client** on regulatory and statutory requirements, including environmental studies and procedures and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arrange for these to be carried out at the **Client's** expense.
- (6) Search for, obtain, investigate and collate available data, drawings and plans relating to the **works**.
- (7) Investigate financial and economic implications relating to the proposals or feasibility studies.
- (8) Clause 9.1.1(7) does not apply in respect of civil and structural services pertaining to **building projects**, except as far as the interpretation of cost figures for civil and structural services are concerned.

The report shall be regarded as a part of the normal service for projects, but payment shall be on a time based fee as stated in clause 10.2.4.

9.1.2 PRELIMINARY DESIGN STAGE

Following the **Client's** instruction to proceed, the **Engineer** shall develop preliminary proposals and begin the basic planning of the **Project**. In this **Stage** the **Engineer** shall do all or any of the following:

- (1) Submit a basic planning report.
- (2) Establish final design criteria.

- (3) Advise the **Client** on regulatory and statutory requirements, including environmental studies and procedures and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arrange for these to be carried out at the **Client's** expense. This advice is to be concluded by the **Engineer** with the interpretation of the results of these tests and investigations, including geo-technical and/or foundation investigations, together with a report containing recommendations to be applied to and incorporated in designs. The **Engineer** will also ensure that the design complies with the statutory requirements of the Environmental Act
- (4) Advise the **Client**, where necessary, on the engagement of and the definition of the services of other consultants and advisers, arrange such engagements and consult with those engaged on matters pertaining to the **Project**.
- (5) Design any process or system or refine the preliminary process design, where such process design is a prerequisite for the design of the **Project**.
- (6) Prepare and submit to the **Client** preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the **Client**.
- (7) Consult, on all technical matters, the **Client**, authorities and interested parties, other than those having rights or powers of sanction, and make modifications to the preliminary design of the **works** arising out of such consultations.
- (8) Submit estimates of capital and life cycle costs, financial implications and programmes for the implementation of the **works**.
- (9) Clause 9.1.2(5) does not apply in respect of civil and structural services pertaining to **building projects**.
- (10) Clause 9.1.2(8) does not apply in respect of civil and structural services pertaining to **building projects**, except as far as inputs to and assessment of programmes for civil and structural services are concerned or on projects where all financial, tender and contractual matters are handled by other parties.

9.1.3 DESIGN AND TENDER STAGE

Following the **Client's** instruction to proceed with the preparation of all documents necessary to enable tenders for the **works** to be invited or for the **works** to be otherwise placed by the **Client**, the **Engineer** shall do all or any of the following:

- (1) Advise the **Client** on the need for further surveys, special visits, use of specialist consultants, setting out or staking out the **works**, and arrange for such to be carried out at the **Client's** expense.
- (2) Prepare detail designs and tender and/or working drawings.
- (3) Prepare specifications and schedules of quantities for **Engineering Works**.
- (4) Provide information necessary for the design of other services.
- (5) Submit updated and revised estimates, capital and life cycle costs, financial implications and programmes for implementation of the **works** previously submitted.
- (6) Draft or adapt invitations to tender, tender conditions, forms of tender and conditions of contract, advising the **Client** on tender strategies and suitable contractors and call for tenders when instructed to do so by the **Client**.
- (7) Advise the **Client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **Engineer** and submitted by any **Contractor** or potential **Contractor**.
- (8) Analyse tenders and submit recommendations on the acceptance of tenders. Revise, if necessary, estimates of the cost and the completion date of the **works**.
- (9) Advise the **Client** on the provision of a **construction monitoring** service in accordance with clause 9.2.2, over and above that provided for under clause 9.1.5(3).

- (10) Clauses 9.1.3(3), 9.1.3(6) and 9.1.3(8) do not apply in respect of civil and structural **Services** pertaining to **building projects** or on projects where all financial, tender and contractual matters are handled by other parties.
- (11) Clause 9.1.3(5) does not apply in respect of civil and structural **Services** pertaining to **building projects** or on projects where all financial, tender and contractual matters are handled by other parties, except as far as inputs to and assessment of programmes for such **Services** are concerned.

9.1.4 **WORKING DRAWING STAGE**

Unless and until the **Client** instructs him to the contrary, the **Engineer** shall continue to complete his working drawings. These will include any further plans, designs and drawings, excluding shop details, which may be necessary for the execution of the **works**.

- (1) In the case of reinforced concrete works, working drawings must include bending schedules.
- (2) In the case of structural steel works, working drawings and details provided by the **Engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by contractors or other parties are required. The **Engineer** need not provide shop drawings for the manufacture of the structural steel works.

9.1.5 **CONSTRUCTION STAGE**

During construction of a **building project** the **Engineer** shall assist with administration and co-ordination of the **Contract** and shall monitor construction of the **Engineering Works** for compliance with his **Contract Documents**.

During construction of an **engineering project** the **Engineer** shall administer and co-ordinate the **Contract** and shall monitor construction of the **Works** for compliance with the **Contract**.

Monitoring construction to this extent and attending site meetings will normally require that the **Engineer** visits the site once every two weeks or once a month in the case of remote sites. Should the **Engineer**, at his sole discretion, deem it necessary to visit the site more frequently to discharge these responsibilities, such extra visits shall be reimbursed on a time and cost basis as **Additional Services**.

During the **Construction Stage** the **Engineer** shall do all or any of the following:

- (1) Place orders for the **works** on behalf of the **Client**.
- (2) Advise the **Client** on the preparation of the **Contract Documents**, or prepare the **Contract Documents** in consultation with the **Client**.
- (3) Direct **construction monitoring** operations, but excluding detailed day-to-day **construction monitoring** of the **works** and contract administration, as provided for under clause 9.2.2.
- (4) Advise the **Client** on the provision of a **construction monitoring** service in accordance with clause 9.2.2, over and above that provided for in this clause.
- (5) Check contractor's drawings of structures, plant, equipment and systems for the **works** for conformity with design requirements, but excluding detailed checking of manufacture and installation details for erection or installation fit.
Drawings shall be marked with the words: "Checked and accepted for general compliance with specifications".

- (6) Advise the **Client** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **Engineer** and submitted by any **Contractor**.
- (7) Issue instructions to **Contractors** on behalf of the **Client**.
- (8) Issue certificates or recommendations for payment of the **Contractor** and submit regular reports regarding the finances of the **works** and anticipated completion dates and final costs.
- (9) Advise the **Client** on the resolution of disputes or differences that may arise between the **Client** and the **Contractor**, except mediation/adjudication, arbitration and/or litigation.
- (10) Prepare and issue variation orders on behalf of and after consultation with the **Client**.
- (11) Generally inspect materials and equipment for compliance with the design, including checking of marks or documentation for adherence to National and International standards and advise the **Client** regarding further inspection and testing of such materials and equipment as may be necessary and arrange for such inspection and testing to be carried out on behalf of and at the expense of the **Client**.
- (12) Make arrangements on behalf of the **Client** for the provision and reproduction at the **Client's** expense of such drawings and documents as may be required by the **Contractor** and site staff for the execution of the **works**.
- (13) Agree final quantities with the **Contractor**, compile the final account and issue the final payment certificate.
- (14) Prepare and, on completion of the **works**, provide the **Client** with As Built drawings. Any alterations made to existing documents to convert them into As Built drawings are chargeable under **Additional Services**. Make arrangements for the **Contractor** to supply detailed operation, operating and maintenance manuals as part of his contractual obligations, receive such and hand them over to the **Client**. All sets of documents shall be in formats as previously agreed with the **Client**.
- (15) Evaluate results of the **Contractor's** commissioning procedures and tests and witness final performance or acceptance tests on site, but excluding day-to-day routine tests.
- (16) Clauses 9.1.5(1), 9.1.5(2), 9.1.5(7), 9.1.5(8), 9.1.5(9), 9.1.5(10), 9.1.5(13) and 9.1.5(15) do not apply in respect of civil and structural **Services** pertaining to **building projects** or on projects where all financial, tender and contractual matters are handled by other parties.

9.2 ADDITIONAL SERVICES

The following **Services** are additional to the **Normal Services** provided by the **Engineer**, unless specifically agreed otherwise between the **Engineer** and the **Client**. The agreement on the scope of **Services** and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered. In the absence of such written agreement **Additional Services** will be chargeable on a time and cost basis.

9.2.1 ADDITIONAL SERVICES PERTAINING TO ALL STAGES OF THE PROJECT

- (1) Enquiries not directly concerned with the **works** and its subsequent utilisation.
- (2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (3) Making arrangements for way leaves, servitudes or expropriations.
- (4) Negotiating and arranging for the provision or diversion of services not forming part of the **works**.

- (5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the **Engineer's** control.
- (6) Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the **Client**.
- (7) Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.
- (8) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (9) Detailed inspection, reviewing and checking of designs and drawings not prepared by the **Engineer** and submitted by any **Contractor** or potential **Contractor** as alternative to those embodied in tender or similar documents prepared by the **Engineer**.
- (10) Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- (11) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (12) Abnormal additional services by or costs to the **Engineer** due to the failure of a **Contractor** or others to perform their required duties adequately and timeously.
- (13) Executing or arranging for periodic monitoring and adjustment of the **works**, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (14) Investigating or reporting on tariffs or charges leviable by or to the **Client**.
- (15) Advance ordering or reservation of materials and obtaining licences and permits.
- (16) Preparing detailed operating, operation and maintenance manuals.
- (17) **Additional Services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **Client**, or his duly authorized agents, requiring the **Engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **Services** and/or duties. Such **Additional Services** are subject to agreement in writing between the **Engineer** and the **Client** prior to the execution thereof.
- (18) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **Client** and contractors appointed for the **works** on which the **Engineer** provides **Services**.
- (19) Any other additional services, of whatever nature, specifically agreed to in writing between the **Engineer** and the **Client**.

9.2.2 CONSTRUCTION MONITORING

- (1) If the **construction monitoring**, as set out in clause 9.1.5(3), is deemed to be insufficient by the **Engineer**, the **Engineer** may, with the prior written approval of 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 9.1.5. which are deemed as part of normal duties which are deemed as part of normal services.
- (2) Alternatively, the **Client** may appoint or make available staff, as intended in clause 9.2.2(1), subject to approval by the **Engineer**.

- (3) Staff, as intended in clauses 9.2.2(1) and 9.2.2(2), shall report to and take instructions from the **Engineer** or an authorized representative of the **Engineer** only and shall be deemed to be in the employ of the **Engineer**.
- (4) Should any change regarding the persons utilized for additional on-site **construction monitoring** or their remuneration 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 **Engineer** shall provide additional services, including additional site visits, as required and agreed to in writing by the **Client** prior to commencement thereof.
- (6) The duties of the Engineer's construction monitoring staff for the four defined levels shall be:

For **Level 1:**

- (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.

For **Level 2:**

- (i) Review, preferably at the earliest opportunity, a sample of each important
 - (a) Work procedure
 - (b) Construction materialfor 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.

For **Level 3:**

- (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) Be available to provide the **Contractor** with technical interpretation of the plans and specifications.

For **Level 4:**

- (i) Maintain a full time presence on site to constantly review -
 - (a) Work procedures
 - (b) Construction materialsfor compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.
- (ii) Be available to provide the **Contractor** with technical interpretation of the plans and specifications.

9.2.3 **PRINCIPAL AGENT OF THE CLIENT**

When an **Engineer** is, in addition to his normal functions as **Engineer**, appointed as the **Principal Agent** of the **Client** on a **Project**, the **Engineer** will also be responsible for the following:

- (1) Leading the professional team;
- (2) Submitting preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of costs for the **Project** as a whole;
- (3) The overall administration of all sections of the **Project**, including those that fall within the ambit of the other professional members of the team;
- (4) The overall coordination, programming of design and financial control of the **Project**;
- (5) Resolving differences that may arise between the **Client** and the **Contractor**, excluding mediation, arbitration or litigation;
- (6) Approving certificates for payment to contractors issued by the other professional members in the team before their presentation to the **Client** for settlement;
- (7) Making arrangements to provide the **Client**, on completion of the **Works**, with such record drawings as may be required for a proper record of the **Works** as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the **Works**;
- (8) Approving the final contract account for the **Project** as a whole;

9.2.4 **MEDIATION, ARBITRATION, ADJUDICATION AND LITIGATION PROCEEDINGS AND SIMILAR SERVICES**

Where the **Client** requires the **Engineer** to perform, on his behalf, the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the **Client** and the **Engineer** and payment will be done on a Time based fee:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approvals, licences or permits.
- (2) Preparation for and assisting with or participating in contractor's disputes, claims and mediation, adjudication, arbitration or litigation proceedings.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

10. **RECOMMENDED FEE SCALES**

10.1 **APPLICATION OF TARIFF OF FEES**

- (1) The tariff of fees contained in this document applies in respect of the **Services** set out in clause 9.
- (2) The **Client** should remunerate the **Engineer** for the **Services** rendered on the basis of clauses 10.2 to 10.5. In cases where the **Client** and **Engineer** have agreed that clauses 10.2 (Fees for Normal Services) and 10.3 (Fees for Additional Services) are not applicable, payment should be on the basis of clause 10.4 (Time Based Fees).

- 3) The **Client** shall reimburse the **Engineer** for all expenses and costs incurred in terms of clause 10.5 in performing his **Services**, irrespective of whether fees are charged in terms of clauses 10.2 and 10.3 or clause 10.4, as well as for all costs incurred on behalf of, and with the approval of, the **Client**.
- (5) Agreement on any adjustment of or special fees should be reached at the time of the engagement of the **Engineer** or as soon as is practically possible, but in all cases prior to the **Engineer** rendering **Services** that may be affected.
- (6) Where the **Normal Services** relate to more than one of the disciplines of consulting engineering, namely civil, electrical, electronic, mechanical or structural engineering services, a separate fee shall be calculated for the **Services** in each discipline provided that where separate contracts with separate tender documents are used for components within a discipline, a separate fee shall be calculated for each component within a discipline.
- (7) The following list shall be used as guideline to determine the discipline of work on which the fees shall be based:

Civil

Canals
Coastal Engineering
Corrosion Protection
Docks and Harbours
Flood Protection
Irrigation
Land use and Regional Planning
Marine Structures
River Engineering
Rural Development
Earthworks and Earth Retaining Structures
Engineering Surveys
Farm Structures
Hardening and Protective Structures
Masts
Military Installations
Mine Structures
Silos
Sport Complexes
Swimming Pools
Towers
Borrow pit surveys
Foundation investigations
Materials testing
Rock Mechanics
Soil investigations
Soil nailing
Tunnels
Building drainage
Management of solid waste

Pumping installations
Sewerage disposal
Sewerage reclamation
Sewerage reticulation
Sewerage treatment works
Electrical supply and distribution network
Roads and streets
Sewerage reticulation and treatment
Stormwater management
Town planning
Water supply and distribution
Airfields
Airports
Bridges
Freeways/motorways
Pavement management
Railways
Roads
Traffic Engineering
Hydrology
Hydropower
Irrigation
Network Analyses
Pipelines
Pump and pump stations
Purification
Supply and reticulation
Water retaining structures
Water storage
Water resource development
Aluminium
Load bearing brickwork
Pre-stressed concrete
Reinforced concrete
Steel structures
Timber structures
Other materials
Cladding
Piling
Lateral support systems
Abattoirs
Bridges
Churches
Clinics and hospitals
Foundations
Hangars
High rise buildings
Institutional buildings
Piling
Public and commercial buildings

Retaining walls
Schools
Shopping malls

Mechanical

Boiler Plants and Auxiliaries
Steam and Condensate Systems
Calorifier Plants
Water and Waste-Water Treatment Plants
Hot Water Heating Installations
Fire Protection Systems
Compressed Air Services
Medical Gas Services
Medical Vacuum Services
Gas Supply & Distribution
Air Conditioning and Ventilation Systems
Refrigeration Installations and Cold Stores
Cooling Water Systems
Food Preparation, Cooking, Conveying and Serving Equipment
Laundry Equipment and Services
Sterilizing and Bedpan Washing or Disposal Equipment
Conveyor Installations and Equipment
Central Vacuum – Cleaning Installations
Thermal Insulation
Vibration Control
Acoustic Design and Treatment
Power Generating Plant and Systems
Pump Systems
Lifts, Hoist and Escalators
Hot Water Services
Cold Water Services
Plumbing, Irrigation and Drainage Internal To or Attached To A Building.
Fire Hydrant and Hose Reel Systems Including Sprinkler Installations.

Electrical & Electronic

Incoming Electrical Supplies
Electrical Sub–Stations
Electrical Power Generating Installations
Photovoltaic Systems
Electrical Transmission and Distribution Systems
Electric Lighting and Power Installations, Including Lighting Fittings
Electric Heating Installations
Street Lighting and Systems
Lightning Protection Systems
UPS And Batteries Systems
Electrical Fences
Telephone Equipment and Distribution Systems
Fire Detection and Alarm Systems
Public Address, Personnel – Location and Call Systems
Radio and Television Installations

Electronic Security Systems
Electronic Control Systems
Electronic Flight Guidance Equipment
Computer Systems
Design of Electronic Modules
Building and Energy Management Systems
Measurement, Control and Feedback Techniques
Electronic Instrumentation, Process Control and Automation
Data Processing
Telemetry and Telecontrol
Radio Communication Networks
Communication Systems
Power Electronic Systems

- (8) Where, whether at the instance of and with the consent of the **Client** or as a result of circumstances beyond the **Client's** control, the **works** are undertaken on separate non-contiguous sites, continuity is interrupted or the **works** are unusually fragmented or are constructed as separately documented phases or sections, the fee for **Normal Services** is the sum of the fees calculated separately for each site, contract, phase or section as if they were separate **works**.
- (9) The fee for **Services** provided in the report stage is calculated on a time basis.
- (10) The following fees may be claimed after each stage of **Services**, or monthly or as agreed between the **Engineer** and the **Client**:
- (a) Percentage fees determined on the basis of the **value of the works** prevailing at the time of the fee calculation and pro-rata to the completed **Services** as set out in section 10.2.4 of this document.
- (b) Time based fees applicable when the **Services** were rendered.
- (11) Reimbursements as set out in clause 10.1(3) may be claimed monthly.

10.2 RECOMMENDED FEES FOR NORMAL SERVICES

10.2.1 RECOMMENDED FEE FOR ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS AND ENGINEERING WORKS

10.2.1.1 Introduction

Fee for Consulting Engineering services will be calculated from a formula for each engineering discipline.

The formulas are all of the type:

$$\text{Recommended Fee Percentage} = AV^B \times 100$$

Where A, B are constants

V = Value of the Works, excluding VAT.

Thus

$$\text{Recommended Fee} = AV^{(B+1)}$$

A formula which allows for the adjustment of the constant "A" is presented. This allows for annual adjustment of the constant "A" to account for inflation and prevent bracket creep in fees.

10.2.1.2 Adjusting the Formula for Inflation

The fee formula's can be adjusted for inflation on an annual basis to avoid bracket creep on fees. The formula to adjust for inflation is:

$$A_{\text{new}} = \frac{A_{\text{prev}}}{(1 + i)^B} \times 100$$

Where

- A_{new} - Revised new constant A
- A_{prev} - Constant A in the previous year
- B - Constant for that discipline formula
- i - Annual year-on-year inflation percentage

This adjustment shall be made annually on 1 March, based on the year-on-year inflation index (%) from January – December of the previous year.

The derivation of this formula is as follows:

Previous year fee percentage $FP_p = A_p V_p^B$
 New year fee percentage $FP_n = A_n V_n^B$
 Where A, B are constants
 V value of work
 p Previous year
 n New year

Inflation increases the value of work from year to year as

$$V_n = (1 + i) V_p$$

Where i is the annual rate of inflation

The fee percentage must remain the same from year to year for the same effort.

$$A_n = \frac{A_p}{(1 + i)^B}$$

10.2.2 **RECOMMENDED FEE FOR ENGINEERING SERVICES PERTAINING TO BUILDING PROJECTS**

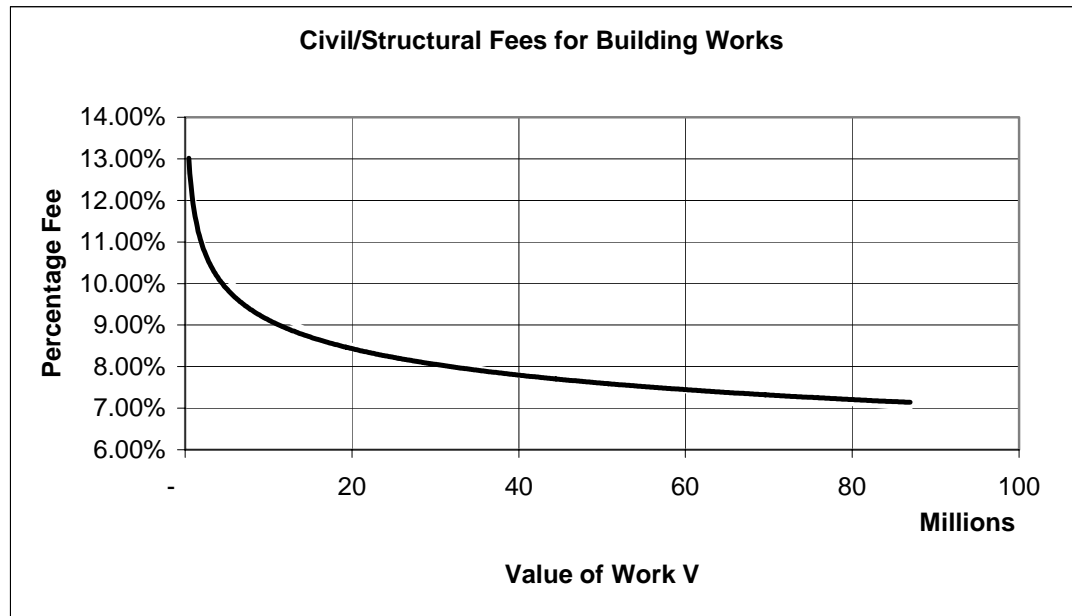
10.2.2.1 Civil/Structural Formula for Building Projects

(a) Recommended Fee

Civil/Structural Recommended Fee Percentage

$$= 0.5662 V^{-0.1133} \times 100$$

Graphic presentation of Fee % vs Value of Works



Note: The graphic presentation graph should not be used to determine the percentage fee. It is merely given as a graphic indication of the formula

(b) Multipliers

The recommended fee calculated in 10.2.2.1 shall be adjusted by multiplying the recommended fee (or pro rata portion thereof) with all of the applicable multipliers listed below:

Description of the Engineering Works	Multiply the recommended fee by this factor
Alterations, additions or renovations to existing works, to existing works . (This factor is only applicable if additions or alterations are done to an existing service or structure. The multiplier will not be applicable when a new service is supplied to an existing structure or a new, independent structure is added on a site with existing structures on it.)	1.25
Load bearing brickwork, foundation brickwork, super-structure brickwork and cladding designed and detailed by the Engineer . (only applicable on design portion of the fees for such portion)	0.33
Reinforced concrete including the pro-rata preliminary and general amount.	1.40

Structural steel including the pro-rata preliminary and general amount.	1.40
Multi Tenant Installations	1.25
Wet Services, fire protection, sprinklers and plumbing inside buildings	1.25
Prepare Bills of Quantities for Sub-Contractor	1.10

(c) Reduction of Design Fees for Repeated Components

For repeated major components, buildings and structures on the same site that are identical in all aspects to another component, building or structure the design portion fee shall be calculated as follows for the :	
First Unit	100% (1/1)
Second Unit	50% (1/2)
Third Unit	33% (1/3)
Fourth and more units	25% (1/4)
The repeat factor is not applicable on repeated components, machines or similar equipment forming part of a bigger building, structure or component and is specifically not applicable on multi-storey buildings, pipelines, bridges, power lines, building components.	

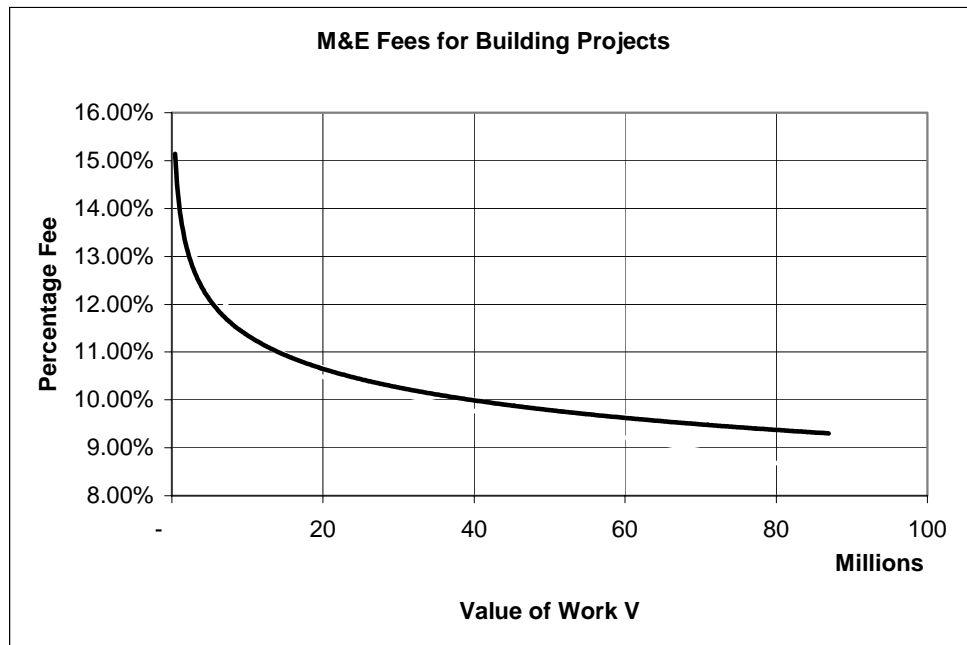
10.2.2.2 Electrical, Electronic and Mechanical Formula for Building Projects

(a) Recommended fee

The formula for Electrical, Electronic & Mechanical is:

Electrical/Electronic/Mechanical Recommended Fee Percentage
 $= 0.5 V^{-0.092} \times 100$

Graphic presentation of Fee % vs Value of Works



Note: The graphic presentation graph should not be used to determine the percentage fee. It is merely given as a graphic indication of the formula

(b) Multipliers

In addition, the following multipliers shall be used to adjust the recommended fee:

Description of the Engineering Works	Multiply the recommended fee by this factor
Alterations, additions or renovations to existing works, to existing works . (This factor is only applicable if additions or alterations are done to an existing service or structure. The multiplier will not be applicable when a new service is supplied to an existing structure or a new, independent structure is added on a site with existing structures on it.)	1.25
Multi Tenant Installations	1.25
Wet Services, fire protection, sprinklers and plumbing inside buildings	1.25
Prepare Bills of Quantities	1.10

10.2.3 **RECOMMENDED FEE FOR ENGINEERING SERVICES PERTAINING TO ENGINEERING PROJECTS**

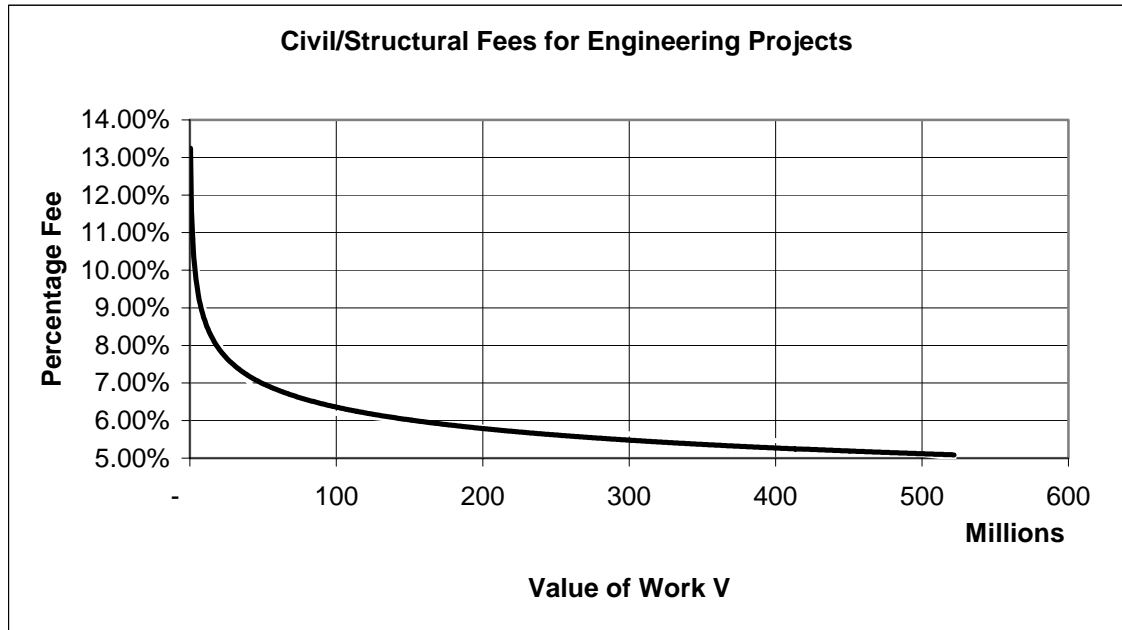
10.2.3.1 Civil/ Structural Formula for Engineering Projects

(a) Recommended Fee

The proposed formula for Civil/Structural is:

Civil/Structural Recommended Fee Percentage
 $= 0.7632 V^{-0.1349} \times 100$

Graphic presentation of Fee % vs Value of Works



Note: The graphic presentation graph should not be used to determine the percentage fee. It is merely given as a graphic indication of the formula

(b) Multipliers

In addition, the following multipliers shall be used to adjust the recommended fee:

Description of the Engineering Works	Multiply the recommended fee by this factor
Alterations, additions or renovations to existing works, to existing works . (This factor is only applicable if additions or alterations are done to an existing service or structure. The multiplier will not be applicable when a new service is supplied to an existing structure or a new, independent structure is added on a site with existing structures on it.)	1.25
Freeways through existing urban areas.	1.25
Gravel roads: Primary roads, Secondary roads, Informal roads.	1.35 1.10 0.85
Reinforced concrete	1.40
Rural roads (single carriageways), excluding bridges.	0.85
Services for existing informal settlements and reduced quality of supplies.	1.35
Structural steel	1.40
Load bearing brickwork, foundation brickwork, super-structure brickwork and cladding designed and detailed by the Engineer . (only applicable on design portion of the fees for such portion)	0.33
Water and waste water treatment works: Small plants of less than 5Mlitre/day design flow capacity Plants of more than 5Mlitre/day design flow capacity	1.40 1.25
Wet Services, fire protection, sprinklers and plumbing inside buildings	1.25
Multi Tenant Installations	1.25
Straight main supply pipelines with relative few bends, scour valves, air valves, T-pieces or similar fittings in the pipeline (Design Fee only)	0.85

(c) Reduction of Design Fees for Repeated Components

For repeated major components, buildings and structures on the same site that are identical in all aspects to another component, building or structure the design fee shall be calculated as follows for the :	
First Unit	100% (1/1)
Second Unit	50% (1/2)
Third Unit	33% (1/3)
Fourth and more units	25% (1/4)
The repeat factor is not applicable on repeated components, machines or similar equipment forming part of a bigger building, structure or component and is specifically not applicable on multi-storey buildings, pipelines, bridges, power lines, building components, nor shall it include designs on different sites or other projects repeated on a new site.	

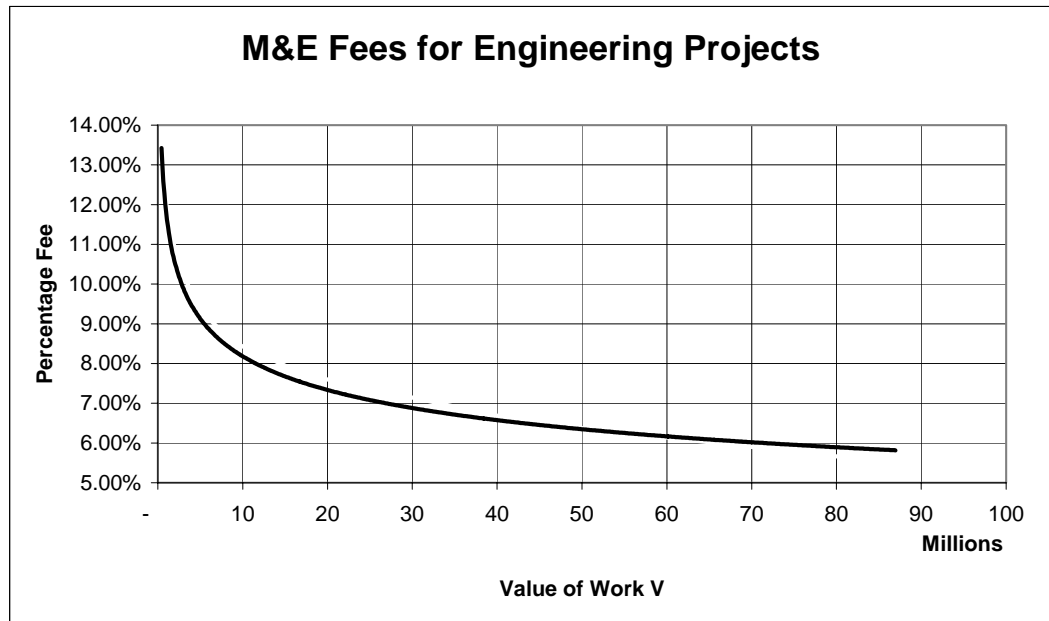
10.2.3.2 Electrical / Electronic / Mechanical Formula for Engineering Projects

(a) Recommended Fee

The proposed formula for Electrical/Electronic/Mechanical is:

Electrical/ Electronic/Mechanical Recommended Fee Percentage
 $= 1.0415 V^{-0.1578} \times 100$

Graphic presentation of Fee % vs Value of Works



Note: The graphic presentation graph should not be used to determine the percentage fee. It is merely given as a graphic indication of the formula

(b) Multipliers

In addition, the following multipliers shall be used to adjust the recommended fee:

Description of the Engineering Works	Multiply the recommended fee by this factor
Alterations, additions or renovations to existing works, to existing works . (This factor is only applicable if additions or alterations are done to an existing service or structure. The multiplier will not be applicable when a new service is supplied to an existing structure or a new, independent structure is added on a site with existing structures on it.)	1.25
Water and waste water treatment works. Small plants of less than 5Mlitre/day design flow capacity	1.40
Plants of more than 5Mlitre/day design flow capacity	1.25
Wet services, fire protection, sprinklers and plumbing inside buildings.	1.25
Multi Tenant Installations	1.25
Major power lines over long distances (Design Fee only)	0.85

(c) Reduction of Design Fees for Repeated Components

For repeated major components, buildings and structures on the same site that are identical in all aspects to another component, building or structure the design fee shall be calculated as follows for the :	
First Unit	100% (1/1)
Second Unit	50% (1/2)
Third Unit	33% (1/3)
Fourth and more units	25% (1/4)
The repeat factor is not applicable on repeated components, machines or similar equipment forming part of a bigger building, structure or component and is specifically not applicable on multi-storey buildings, pipelines, bridges, power lines, building components, nor shall it include designs on different sites or other projects repeated on a new site.	

10.2.4 **SERVICES PROVIDED PARTIALLY OR IN STAGES**

The following table, applicable to both **building projects** and **engineering projects**, shall be used for proportioning the recommended fee for **Normal Services** over the various **Stages** of the **Services** for purpose of determining fees payable.

Where not all the **Stages** of the **Normal Services** are provided by the **Engineer**, the fee is, subject to clause 10.1(7), determined as a percentage of the total fee calculated in terms of this clause. The percentage shall be the sum of the percentages set out in the table appropriate to each of those **Stages** of the **Services** that have been provided by the **Engineer**, plus one tenth of the total fee payable to the **Engineer**.

Stage of Services	Percentage for each stage – both Building & Engineering Works
Civil and Structural Engineering Services:	
Report Stage	Time based fee
Preliminary design	30%
Design and tender	30%
Working drawings	15%
Construction	20%
Completion of all consulting engineering services	5%
Electrical, Electronic and Mechanical Engineering Services:	
Report Stage	Time based fee
Preliminary design	20%
Design and tender, including working drawings	40%
Construction	35%
Completion of all consulting engineering services	5%

10.3 RECOMMENDED FEES FOR ADDITIONAL SERVICES

- (1) Subject to clauses 10.3(2), 10.3(3), and 10.3(4), the fees for **Additional Services**, defined in clause 9.2, are agreed between the **Client** and the **Engineer** as set out in clause 10.1
- (2) For services as **Principal Agent**, as defined in clause 9.2.6, the **Engineer** is entitled to an additional fee of 1% of the total value of the **Works**. The **Engineer** is not entitled to this additional fee if he is not explicitly appointed as **Principal Agent**.

- (3) (a) Should, instructions having been given by the **Client** to the **Engineer** to proceed with any of the **Stages of Services** set out in clause 10.2.4, the whole or part of the **works** is abandoned or cancelled or postponed for a period of more than six months, the **Engineer** shall be remunerated for **Services** performed, plus a surcharge of ten percent of the total fee which would have been payable to the **Engineer** had his **Services** been completed in terms of his engagement.
 - (b) For additional consultancy work that the **Engineer** may have to do as a result of the resumption of such **Services** or the alteration or modification of designs on the instructions of the **Client**, the **Engineer** is entitled to charge time based fees and to be reimbursed for actual costs incurred.
 - (c) If any project, or part thereof, is interrupted or postponed for more than two years such project shall be deemed to be abandoned. If any such abandoned project, or part thereof, is subsequently resumed, the fee due to the **Engineer** for **Services** performed after such resumption shall be that appropriate to **Services** provided partially or in stages as under clause 10.2.4 and shall be calculated on the final value of the **works**.
- (4) For the provision of a **construction monitoring** service, as defined in clause 9.2.2, the **Engineer** is entitled to recover from the **Client**:
- (a) For monthly monitoring staff costs, the **total annual cost of employment** of such staff (as defined in clause 10.4(4)), divided by 12 and multiplied by 1.8 times total cost of employment.
 - (b) for part time monitoring staff costs, the amount payable to such staff at the hourly rates defined in clause 10.4(3); and
 - (c) For all other costs, the actual costs incurred, multiplied by 1.10.

10.4 TIME BASED FEES

- (1) (a) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the **Engineer** as part of normal business operations and the cost of management. They include payments to administrative, clerical and secretarial staff used in general to support professional and technical staff, but not where such supportive staff is employed on a specific project only.
- (b) Time based fees are calculated by multiplying the hourly rate as defined in clause 10.4(3), which is applicable to the **Engineer** or any technical staff employed by the **Engineer**, by the actual time spent by the **Engineer** or such technical staff in rendering the **Services** required by the **Client**.
- (c) Technical staff includes all staff performing work directly related to the execution of the **Services** the **Engineer** is engaged for by the **Client**. This includes the preparation of letters, minutes, reports and documents for the **Project**, but not the typing thereof.
- (2) To determine the time based fee rates the persons concerned are divided into:
- (a) Category A shall mean a practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
 - (b) Category B shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business and takes full responsibility for the liabilities of such practice. He performs work of a conceptual nature in engineering design and

- development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
- (c) Category C shall mean all salaried professional staff with adequate expertise and relevant experience who perform work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project.
 - (d) Category D shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature under the direction and control of any person defined in categories A, B or C.
- (3) The time based fee rates are:
- (a) Calculated for a person in category-
 - (i) A and B at 22.00 cents per hour for each N\$100 or part thereof of the **total annual cost of employment** of the person concerned, as defined in sub-clause (4); or
 - (ii) C at 17.5 cents per hour for each N\$100 or part thereof of the **total annual cost of employment** of the person concerned, as defined in sub-clause (4); or
 - (iii) D at 16.5 cents per hour for each N\$100 or part thereof of the **total annual cost of employment** of the person concerned, as defined in sub-clause (4); or
 - (b) based on such indicative time based fee rates as are determined from time to time by the Engineering Council of Namibia after consultation with service providers and service users, whichever is the lesser.
- (4) For the purposes of clause 10.4(3)(a), the **total annual cost of employment** of a person defined in clause 10.4(2) means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the **Services** are rendered, including –
- (a) Basic salary, or a market related salary, excluding profit share and asset growth;
 - (b) Fringe benefits not reflected in the basic salary, including:
 - (i) Normal annual bonus;
 - (ii) Employer's contribution to medical aid;
 - (iii) Group life insurance premiums borne by the employer;
 - (iv) Employer's contribution to a pension or provident fund; and
 - (v) All other benefits or allowances payable in terms of a letter of appointment, including any accommodation allowance, transportation allowance or company vehicle benefit, telephone and/or computer allowances, etc; and
 - (c) Amounts payable in terms of a Statutory Act, including:
 - (i) Social Security Contributions

10.5 EXPENSES AND COSTS

- (1) Subject to clause 10.1(3) **the Engineer** shall recover from the **Client**:
- (a) All expenses actually incurred by the **Engineer** and members of his staff in rendering the **Services**; and
 - (b) All other costs incurred on behalf of and with approval of the **Client**, plus a mark-up of 10% deemed to cover administrative and other costs.

Costs that shall be recovered under clause 10.5(1)(b) include, but are not limited to:

- (a) Environmental investigations and studies;
 - (b) Geo-technical investigations;
 - (c) Laboratory testing;
 - (d) Land acquisitions, expropriation, way leaves, servitudes;
 - (e) Site surveys;
 - (f) Specialist sub-consultants;
 - (g) Supply of specific equipment;
 - (h) Topographical and land surveys; and
 - (i) Traffic surveys.
 - (j) Recoverable expenses include:
 - Travelling expenses for the conveyance of the **Engineer** or a member of his staff by means of:
 - (i) private motor transport, including any parking charges, toll fees and related expenses;
 - (ii) a scheduled airline or a train, bus, taxi or hired car; or
 - (iii) non-scheduled or privately owned air transport.
- (2)
- (a) A time charge for travelling on the basis of the rate set out in clause 4, for all time spent in travelling by the **Engineer** or members of his staff.
 - (b) Accommodation and subsistence expenses incurred by the **Engineer** or a member of his staff;
 - (c) Agreed costs of typing, production, copying and binding of contract documents, pre-qualification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.
 - (d) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the **Client**.

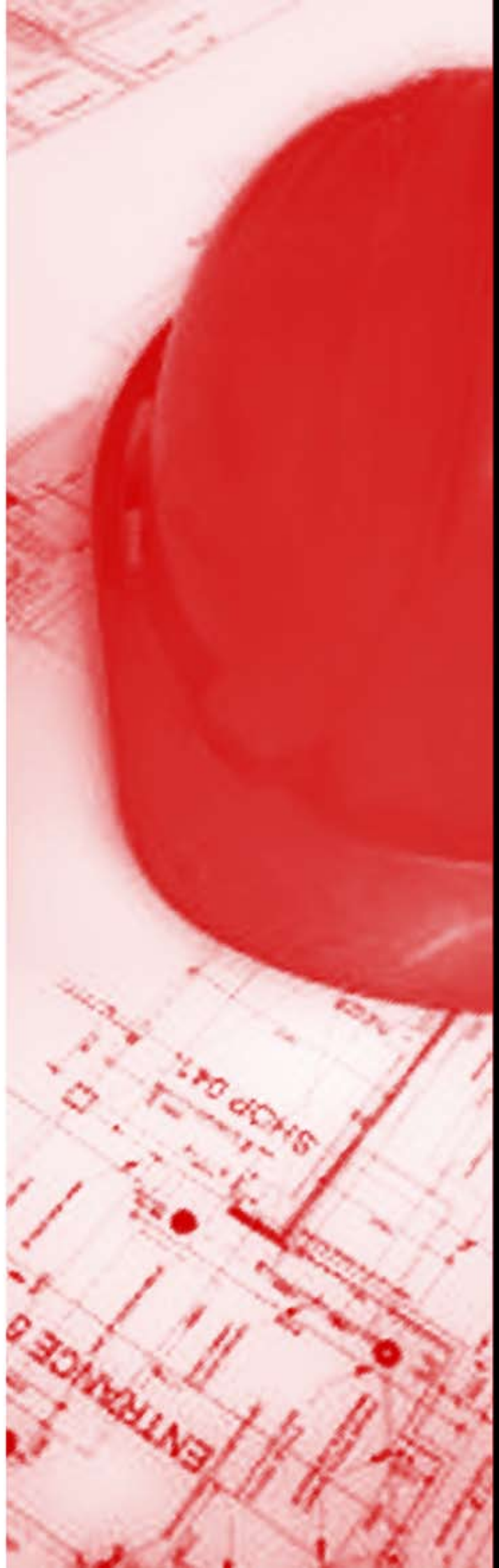
A list of Recommended Rates for Expenses published by the Association of Consulting Engineers is included under **Appendix B** of the Model Form for Engineering Services.

MODEL FORM

PART 3

SPECIAL CONDITIONS OF AGREEMENT

SEPTEMBER 2005



Part 3: Special Conditions of Agreement

SCHEDULE

This Schedule should be completed and signed by both parties as part of the Agreement.

The clauses refer to Part 2: Standard Conditions of Agreement and Recommended Fee Scales.

Clause No

1.1 "Principal Agent" shall be

2.1 "Project" means
.....

2.3 "Designated Representative of the Engineer" shall be

2.6 "Construction Stage Services" shall be

Level of construction stage monitoring required.....

Normal Services only

or

Additional Services too

Level 1

Level 2

Level 3

Level 4

(Select one only by indicating "yes" and "no" for all other.)

5.1 Payment

Payment for Normal Services:

- Monthly basis

- On completion of a stage

(Select one only by indicating "yes" and "no" for the other.)

Payment for Additional and Exceptional Services:

- Monthly basis

- On completion of the services

(Select one only by indicating "yes" and "no" for the other.)

5.5 Reimbursable Expenses

Refer to Appendix B

6.4 Duration of Liability

Period for claim years

6.5 Limit of Compensation

Maximum of Compensation N\$.....

6.6 Insurance for Liability and Indemnity

Conditions of Insurance
.....
.....
.....
.....
.....
.....
.....
.....
.....

7.6 Notices

Physical Address of the Client.....
.....
.....
.....

Physical Address of the Engineer.....
.....
.....
.....

7.7 Publicity and Publication

.....
.....
.....

7.10 Electronic Communications

Electronic communications *will/will not be accepted as legal documents on this project.

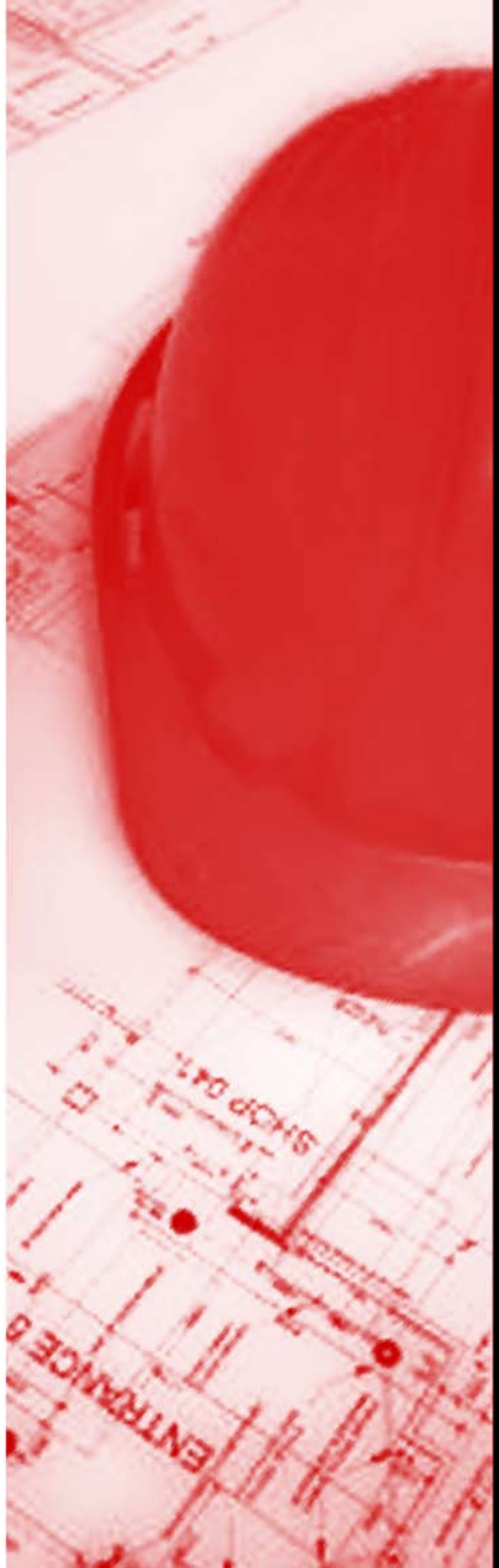
*(delete what is not applicable)



MODEL FORM

APPENDIX A

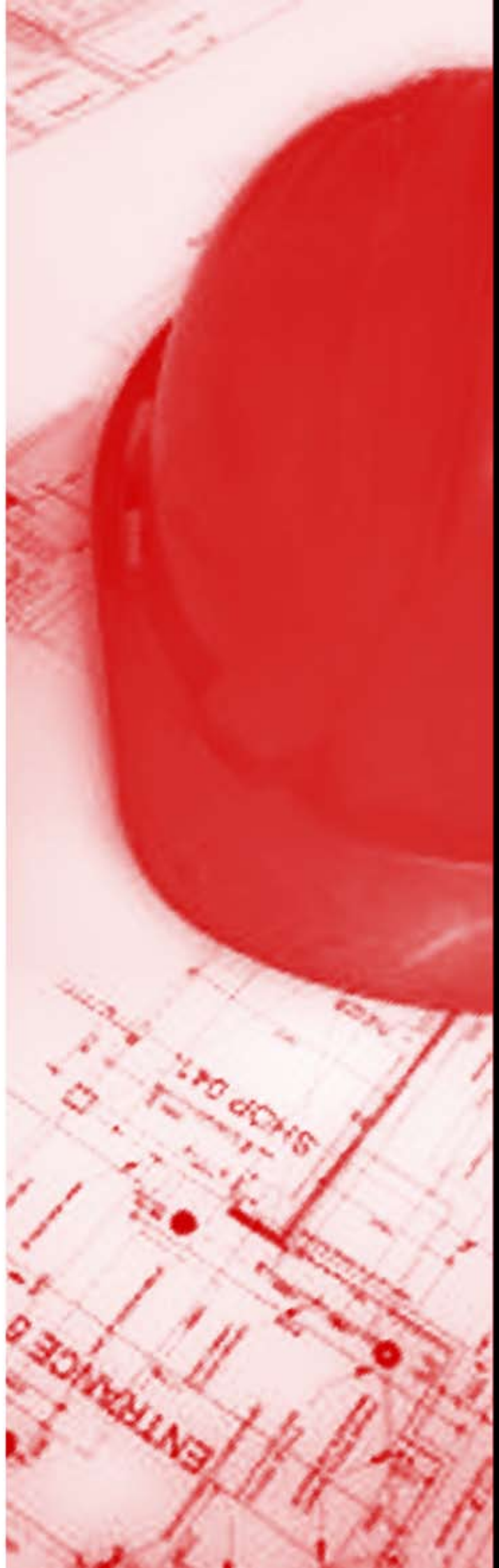
SEPTEMBER 2005



MODEL FORM

APPENDIX B

SEPTEMBER 2005





Annexure B: List of recommended rates and expenses for: November 2010

Acceptable reproduced documentary proof is required for all claims such as suppliers invoices, cash slips, vehicle log sheets, vehicle purchase costs when new, engine capacity, time sheets including breakdown and determination, dates, etc

All rates adjusted in accordance with Namibia Consumer Price Indices and averaged cost of service providers

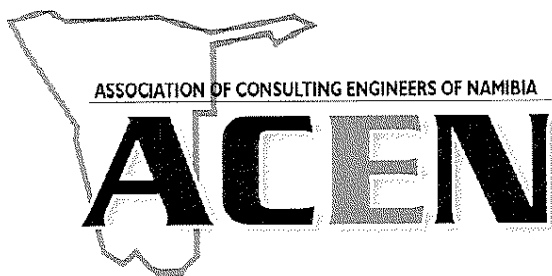
No	Description	Unit	Rate
1	TRAVEL & SUBSISTENCE		
1.1	Air travel		
	- chartered flights		cost + 10%
	- scheduled flights (economy class)		cost + 10%
	- insurance for life, baggage, loss of ticket etc		nil
1.2	Car travel		
1.2.1	Commercial vehicle		
	Cars may be hired only with prior client consent		
	- motor vehicle of not more than 1600 cc		cost + 10%
	- multi-passenger vehicle not more than 2500 cc		cost + 10%
	- four-wheel drive of not more than 3000 cc		cost + 10%
1.2.2	Private vehicle		
	Kilometre rates are to be calculated using the AA vehicle Ownership Cost Schedule with a maximum vehicle value of N\$ 464 256. The AA running cost component may be increased by 18% for four wheel drive vehicles only.		
	- appointments where vehicles are used exclusively for the project (eg for full time site supervision): km rate to be based on actual month travel factored by 12 provided that the rate does not exceed the rate for the vehicle based on 20 000 km per annum		AA rates
	- appointments where vehicles are not used exclusively: no rate is claimable if the site is within 25 km of the consultant's office, otherwise km rate to be for 20 000 km per annum		AA rates
1.3	Travel time		
	- for Time/Cost appointments for one way trips greater than 25 km or return trips greater than 50 km: all hours	hour	hour rate
	- for percentage appointments: all hours	hour	hour rate
	- for individuals whose salaries are already fully paid by client: not claimable		

No	Description	Unit	Rate							
1.4	Parking costs									
	Parking areas and garages excluding street meters									cost + 10%
1.5	Subsistence									
1.5.1	Commercial accommodation									
	All staff (professional, technical and non technical)									
	- part of day: reasonable expenses for meals excluding alcoholic beverages									cost + 10%
	- overnight: reasonable expenses for meals accommodation not exceeding 3 star rating but excluding alcoholic beverages and laundry									cost + 10%
1.5.2	Camping/ non-commercial accommodation									
	All staff (professional, technical and non technical)									
	- accommodation only (without meals)	day								N\$ 270.00
	- subsistence (all meals)	day								N\$ 180.00
	- subsistence (meals excluding breakfast)	day								N\$ 135.00
1.5.3	Meals									
	- All staff (professional, technical and non-technical)	Breakfast								N\$ 45.00
		Lunch								N\$ 60.00
		Dinner								N\$ 75.00
2	TYPING									
2.1	Percentage based appointments									no charge
2.2	Time cost appointments									
	- Tender documents, contract documents, specifications, bills of quantity, reports and the like where the typist's time is not claimed separately	A4 page								N\$ 24.00
	- All other typing									no charge
3	PHOTOCOPYING, PLOTTING, PRINTING AND REDUCING									
3.1	When outsourced									cost + 10%
3.2	Photocopying									
	For reports, contract documents, pre-selection, pre-qualification, tender analysis, progress reports, financial reports, accounts, manuals, minutes, correspondence, payment certificates, variation orders and any material requested by the client									
	- plain paper black and white per side		A0	A1	A2	A3	A4			
	- plain paper black and white double sided		24.27	13.13	8.33	0.85	0.49			
	- plain paper colour (full or part) per page		-	-	-	1.20	0.80			
	- plain paper colour (full or part) double sided		127.00	76.00	57.00	12.13	6.40			
			-	-	-	22.43	12.75			

No	Description	Unit	Rate					
3.3	Plotting and printing							
3.3.1	Plain paper		A0	A1	A2	A3	A4	
	- black & white	each	65.40	36.60	21.80	8.50	4.30	
	- colour	each	126.50	76.00	57.00	30.60	24.70	
3.3.2	Other media		A0	A1	A2	A3	A4	
	- durester (black and white) all plots	each	124.60	62.00	38.30	22.90	16.40	
	- sepia: all plots	each	134.50	67.70	41.90	24.40	17.00	
	- film: black and white	each	175.30	127.90	103.60	49.60	22.60	
	- film: colour	each	190.80	149.20	128.40	31.30	26.40	
3.4	Reducing							
	Bond 80 black & white	each	27.90	14.00	7.00	0.90	0.45	
	50% Cover black & white	each	34.90	20.90	17.50	-	-	
4	COVERS AND BINDING							
4.1	Outsourced in all cases					cost + 10%		
4.2	Printed covers							
	For reports, contract documents, pre-selection, pre-qualification, tender analysis, progress reports, financial reports, manuals, correspondence, and any material requested by the client:							
	Per set of front and back	Set				A3	A4	
						13.50	11.00	
4.3	Stapling of documents							
	Inclusive of collating	Thickness Doc	- -	30mm 14.60	20mm 11.90	10mm 9.10	5mm 6.30	
4.4	Binding of documents							
	Plastic spiral binding (Including plastic cover front and back)	Thickness Doc		30mm 36.55	20mm 23.63	10mm 17.70	5mm 12.40	
	Edging A4, A3 and A2 (Including plastic cover front and back)	Doc			54.50			
	Punch file A4, A3 and A2 (Hard cover with screws)	Doc			36.20			
5	LAMINATING							
5.1	In house							
	Where value not given to be agreed with client		A0	A1	A2	A3	A4	
	- 150 Micron gloss		99.00	60.10	31.80	9.77	6.07	
	- 250 Micron gloss		-	-	-	15.60	7.50	
	- 250 Micron matt		132.00	93.50	66.00	17.20	8.60	
	- Dura film lamination		79.20	30.80	15.40	15.40	3.90	
	- 250 Micron matt D		75.50	46.80	33.00	-	-	
	- 250 Micron gloss D		45.80	22.90	11.50	-	-	
5.2	Outsourced							
	- All sizes					cost + 10%		

No	Description	Unit	Rate			
6	ARTWORK Where requested by client - in-house - outsourced	hour	hour rate cost + 10%			
7	DRAWING FILES IN ELECTRONIC MEDIA					
7.1	Original format - from Consultant's PC to other format	each	e-mail -	stiffie 25.00	CD 49.50	DVD 85.00
7.2	Conversions (dxf, pdf etc) - when delivery requested by client	each	e-mail 48.00	stiffie 48.00	CD 84.00	DVD 120.00
7.3	Scanning (hard to soft copy) - Scanning	per pg	24.20			
8	PHOTOGRAPHY - Normal (development and printing) - Digital (printing only)		cost + 10% cost + 10%			
9	TELEPHONE CALLS/ FAX /E-MAIL/ Only recoverable on time and cost based					
9.1	Telephone calls - - local calls - - non-local calls - - mobile phone calls		cost of call + 10% cost of call + 10% cost of call + 10%			
9.2	Faxes - - outgoing local - - outgoing national - - outgoing international - - incoming all		N\$ 5.07 N\$ 9.30 N\$ 20.70 N\$ 4.54			
9.3	E-mail - - message in - - message out - - printed page	each each A4 page	no charge no charge as section 3			
10	Miscellaneous					
10.1	Services outsourced upon prior approval with Client (Laboratory tests, surveys, etc)		cost + 10%			

NB: The consulting engineering firms incur certain costs on behalf of and for clients, which is claimable upon submission of monthly progress claims. The 10% surcharge to the cost + items is to compensate the consulting engineering firm for administrative, bank and other costs in carrying the expenditure until payment for such costs is received.



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12 April 2010

MODEL FORM FEE ADJUSTMENT DUE TO INFLATION MARCH 1 2010

Clause 10.2.1.2 (Adjusting the Formula for Inflation) requires that the constant A be adjusted on 1 March each year to accommodate annual inflation during the previous January to December.

According to the Bank of Namibia, National Consumer Price Index: Goods and Services the percentage inflation rate for the period 1 January 2009 to 31 December 2010 was **9.6%**.

The new values for constant A to be used in fee calculation formulae are given in Table 1 below:

Table 1: Values for constant A for fee calculations from 1 March 2010

Section	Description	Constant A (previous)	Constant A (from 1 March 2010)
10.2.2.1	Civil/ Structural for building projects	0.5809	0.5883
10.2.2.2	Electrical, electronic and mechanical for building projects	0.5104	0.5157
10.2.3.1	Civil/ Structural for engineering projects	0.7867	0.7987
10.2.3.2	Electrical, electronic and mechanical for engineering projects	1.0792	1.0985

The Recommended Fee Percentages are now:

10.2.2.1 Civil/ Structural for building projects:	0.5883 V^{-0.1133} x 100
10.2.2.2 Electrical, electronic and mechanical for building projects:	0.5157 V^{-0.0920} x 100
10.2.3.1 Civil/ Structural for engineering projects:	0.7987 V^{-0.1349} x 100
10.2.3.2 Electrical, electronic and mechanical for engineering projects	1.0985 V^{-0.1578} x 100

The above should be adopted will immediate effect.

Yours sincerely,

Felix Kuchling
 President