

SUB-CONSULTANCY AGREEMENT

This Agreement is made on the **18th day of September 2023**. ("Effective Date") between:

Zutari (Pty) Ltd (Registration No: **1977/003711/07**) herein represented by **Neeren Govender** in his capacity as **Client Director: Water Africa** duly authorised thereto ("Consultant"),

AND

Nick Helme t/a Nick Helme Botanical Surveys (Identity No: **690129 5019 08 0**) herein represented by **Nick Helme** in his capacity as **Sole Proprietor** duly authorised thereto ("Sub-consultant"),

(collectively hereinafter referred to as "Parties")

The Consultant has been appointed by **City of Cape Town: Water & Sanitation (034465)** (the Client) to render **Advisory Services** on **Macassar WWTW: Upgrade and Extension (1001780)** (the Project). The Consultant hereby appoints the Sub-consultant to render **Terrestrial Biodiversity Assessment Services** in connection with the Project ("Sub-consultancy services") on the basis set out this Agreement:

1. Documents forming part of this Agreement:

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a) This Sub-consultancy Agreement;
- b) Appendix A: Scope of Services;
- c) Appendix B: Remuneration
- d) Appendix C: OHS Mandatory Agreement and
- e) Appendix D: Approved Quotation

The various documents forming part of this Agreement must be taken as mutually explanatory to one another, but in case of ambiguities or discrepancies the priority of the documents, for interpretation purposes shall be the order as indicated above.

2. Agreement effective:

This Agreement shall be effective as from the Effective Date stated above, or from the time when the Sub-consultant began to perform any of the Sub-consultancy Services provided for in this Agreement, whichever is the earlier, and shall continue until the Sub-consultancy Services has been completed and the Sub-consultant has been paid in full.

Notwithstanding any other provision of this Agreement the Parties acknowledge and agree that this Agreement may, at its sole discretion be terminated by the Consultant should the Sub-Consultant not comply with the Consultant's due diligence process and/ or fail to co-operate with the Consultant in conducting a due diligence.

3. Sub-consultancy Services:

In consideration of the payments to be made by the Consultant to the Sub-consultant, as hereinafter mentioned, the Sub-consultant agrees to perform the Sub-consultancy Services as detailed in **Appendix A**.

NG

NH



4. Warranties:

The Sub- Consultant warrants that they:

- a) Will exercise all reasonable skill, care and diligence as expected from a qualified and competent Sub-Consultant experienced in carrying out work of a similar size, scope and complexity as the Project;
- b) Shall not, without the prior written approval of the Consultant, approve and/or incur any costs for and on behalf of the Consultant or Client or otherwise bind or commit the Consultant in any way, manner or form.

5. Payment & Invoicing:

The Consultant hereby agrees to pay the Sub-consultant for executing the Sub-consultancy Services the amounts specified in **Appendix B** and in accordance with the provisions contained in that Appendix. Amounts payable by the Consultant shall, unless otherwise stated, be inclusive of all expenses, overhead costs and taxes applicable to the Sub-consultant.

6. Duration of Sub-consultancy Services:

The Sub-consultancy Services shall commence on **18 September 2023** and shall be completed on **30 November 2023**, subject to agreed time extensions.

7. Copyright:

The Sub-consultant shall retain the copyright in the work it produces, unless the Main Agreement provides otherwise, in which case copyright in the Sub-consultant's work, will revert to the Client.

8. Liability:

The Sub-consultant shall indemnify the Consultant against each and every liability which the Consultant may incur to any other person and against the adverse effects of all claims, including claims by third parties, to the extent that the same may arise as a result of the Sub-consultant's breach of its obligations, delict, warranty or otherwise. The Sub-Consultant's liability shall be limited to an amount of three times the fees payable to the Sub-consultant, unless another amount is agreed upon in writing by the Parties. Neither party will be liable for any indirect loss or damage, in connection with their respective portions of the services.

The Consultant shall indemnify the Sub-consultant against each and every liability which the Sub-Consultant may incur to any other person, to the extent that the same may arise as a result of the Consultant's breach of its obligations, delict, warranty or otherwise.

The Consultant shall apply the penalties applied to it by the Client (in line with the Main Agreement) for any delays in respect of the Services, which is caused by the Sub-Consultant.

9. Insurance:

The Sub-Consultant shall for the duration of this Agreement maintain the following insurance:

- ~~— professional indemnity insurance in an amount of R 2 million or three times the professional fees payable to the Sub-Consultant, whichever is the highest,~~
- ~~— public liability insurance in an amount of R 2.5 million.~~
- Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

NG

NH

In the event that the Sub-consultant's insurance requirements is waived, the Sub-consultant acknowledges and understands that the Sub-consultant will not be covered under the Consultant's professional indemnity insurance policy. The Consultant informs the Sub-consultant that:

- Not having insurance does not detract from any potential liability the Sub-consultant may incur as a result of the Sub-consultant's breach of its obligations due to professional negligence, third party claims or damages;
- Not being covered in terms of the Consultant's insurance, does not detract from the Consultant's insurer's right to exercise its right of subrogation against the Sub-consultant (referring to the right of the insurer to recover from the Subconsultant, the amount of a claim paid by the insurer to the insured (Consultant) for the loss caused by the Sub-Consultant). Informed of the associated risks, the Subconsultant voluntarily accepts the insurance waiver and agrees to make its own insurance arrangements.

10. Confidentiality:

Neither Party shall, during the term of this Agreement (save in the proper course of its duties) or at any time after expiry or termination hereof, disclose to any person or otherwise make use of any confidential information which it has obtained or may in the course of this Agreement obtain relating to the other Party, the Client, the Main Agreement or otherwise. If a Party is not sure whether information is confident or not he shall treat such information as confidential until otherwise directed by the other Party. Information which is available in the public domain (not as a result of unauthorised disclosure by a Party) or obtained by either Party through independent research shall not be considered confidential.

11. Variation / Additional services:

This Agreement together with the attachments and appendices detailed in this Agreement constitutes the sole Agreement for the Sub-consultancy Services between the Parties. Any variation to this Agreement shall only be of force and effect if agreed upon between the Parties and recorded in writing. The Consultant may require variations or additions to the Sub-consultancy Services in writing or may request the Sub-consultant to submit proposals, including the time and cost implications, for variations or additions to the Sub-consultancy Services. The reasonable cost of preparation and submission of such proposals and the incorporation into the Agreement of any variations to the Sub-consultancy Services ordered by the Consultant, including any increase in the Sub-consultant's fees and reimbursable costs, shall be agreed between the Parties.

12. Termination:

This Agreement shall terminate in the event that:

- a) the Main Agreement is terminated.
- b) the other Party is in breach of its obligations under this Agreement and fails to remedy such breach within 7 days after receiving notice from the innocent party specifying the breach and requiring its remedy;
- c) the other Party is subject to proceedings related to its bankruptcy, insolvency or judicial administration; or
- d) the other Party or any of its representatives, agents, directors, officials or employees is found to have committed a deed of fraud, bribery, corruption or any other deed of which dishonesty is an element.
- e) The Consultant may terminate this Agreement for convenience by providing the Sub-Consultant with 14 (fourteen) days written notice of its intention to terminate.

NG

NH

When the Agreement is terminated for a reason other than a breach of this Agreement by the Sub-consultant, the Sub-consultant shall be entitled to pro rata payment for the Sub-consultancy Services executed and performed up to the effective date of such termination, less the amounts previously paid by the Consultant to the Sub-consultant in respect thereof and to all costs incidental to the orderly termination of the Sub-consultancy Services.

13. Suspension:

The Sub-consultant may by written notice to the Consultant and without prejudice to the right to terminate, forthwith suspend the performance of the whole or any part of the Sub-consultancy Services if 14 days after payment became due the Sub-consultant has not received payment of that part of which has not by that time been contested in writing by the Consultant or the Client;

14. Environment:

The Sub-consultant shall perform its obligations in terms of this Agreement having due regard for the possible impact that its operations may have on the environment and it shall take appropriate measures to prevent and/or mitigate any possible adverse effect that its operations may have on the environment.

15. Non-solicitation:

The Sub-consultant undertakes not to directly or indirectly solicit any staff of the Consultant or to enter into an employment relationship or business association with a staff member of the Consultant for the duration of this Agreement and for a period of 6 (six) months after termination hereof.

16. Existing Services (where applicable):

The Sub-Consultant must familiarise themselves regarding any existing services in the relevant working area and ensure that the mentioned existing services are affected and kept intact by any means necessary. The Client and Consultant shall endeavour to provide information as to all known services evident in the immediate work area.

17. Health and Safety:

The Sub-Consultant accepts sole liability for due compliance with the relevant duties, obligations and prohibitions in terms of the Occupational Health and Safety Act, 1993 and its Regulations and expressly absolves the Consultant from itself being obligated with any of the aforesaid duties, obligations and prohibitions imposed in terms of that Act and its Regulations.

The Consultant and Sub-Consultant shall enter into and fully signed Mandatory Agreement in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, such Agreement attached hereto as Appendix C.

18. Governing Law:

The Law which is to apply to this Agreement shall be the Laws of **South Africa**.

19. Arbitration:

Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. 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. Any dispute or claim arising out of or relating to this Agreement which cannot be settled between the Parties shall be referred by the Parties to arbitration. Either Party has the option to refer disputes arising from or in connection with this Agreement to arbitration for

final resolution. If arbitration is preferred such arbitration shall be conducted in accordance with the rules of the **Arbitration Foundation of Southern Africa (AFSA)**. The place of arbitration shall be the **Office of the Party nearest to the Project location**. Any reference to arbitration shall not relieve either Party from any liability for the due and punctual performance of its obligations under this Agreement.

20. Code of Ethics:

The Sub-Consultant acknowledges that it is familiar with the Consultant's Code of Ethics and relevant Policies listed hereunder to which the Code of Ethics refers:

- Anti-Bribery and Corruption Policy
- Conflict of Interest Policy
- Fraud Policy
- Gifts and Entertainment Policy

The Sub-Consultant acknowledges and agrees that if it or any of its representatives, agents, directors, officials or employees is found to have transgressed the Consultant's Code of Ethics and/ or Policies such transgression shall constitute a breach of this Agreement and the Consultant may terminate this Agreement with immediate effect and without any compensation. The Parties agree that there is an obligation on both Parties to inform the other as soon as it become aware of an act or omission that may construed a transgression of the Code of Ethics and/ or Policies.

21. Prohibited Practices:

The Parties agree that the following actions shall be regarded as prohibited practices and in the event of one of Parties committing one of these actions, the other Party shall be entitled to terminate this agreement with immediate effect:

- a) Corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party,
- b) A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c) A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- d) A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

22. Personal Information and Privacy:

The Zutari Group places a high premium on the privacy and Personal Information of our employees, customers, affiliates, service providers and any other third-party with whom we engage or contract. Processing will always be subject to our Zutari Privacy Policy and the provisions of the Protection of Personal Information Act, 4 of 2013 (POPIA) or the applicable in-country privacy and data protection legislation. The respective Parties hereby authorises the other Party/ies to Process the Personal Information shared by a Party (and/or its affiliates where applicable) for purposes of this Agreement for the agreed business purpose or any legitimate purpose allowed for in law. The Parties warrant that, where it is required to do so, it has obtained the required consent, alternatively has established a lawful justification for the Processing of any Personal Information, as contemplated in terms of POPIA, from the customer(s), data subjects, third parties and/or person(s) to which the Personal Information relates and belongs, alternatively, the required consent of the competent person to give such consent on behalf of such customer(s), data subjects, third parties and/or person(s), for the Party (i) to be in possession of and Process the Personal Information in relation to the provisions of and in the manner contemplated in this Agreement and (ii) disclose the

Personal Information to the other Party/ies and for the Party/ies to Process the Personal Information in the manner as set out in this Agreement. The Parties indemnify and hold one another harmless against any damage, harm or loss suffered in consequence of a failure of this warranty.

Personal Information – “It is information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person the biometric information of the person;
- the personal opinions, views or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.”

Processing - "Any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:

- the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use
- dissemination by means of transmission, distribution or making available in any other form
- merging, linking, as well as restriction, degradation, erasure or destruction of information"

23. Address and Notices:

Each party choose it's the following address as its *domicilium citandi et executandi* for purposes of this Agreement:

For the Consultant:

Representative: **Corlie Steyn**
 Physical Address: **Suite 201, 2nd Floor – Bloemhof Building, 65 York Street, George, 6529**
 Postal Address: **PO Box 509, George, 6530**
 Tel: **+27 (0)44 805 5432**
 E-Mail: **Corlie.Steyn@zutari.com**

For the Sub-Consultant:

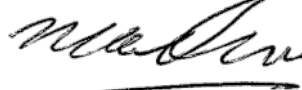
Representative: **Nick Helme**
 Physical Address: **N/A**
 Postal Address: **PO Box 22652, Scarborough, 7975**
 Tel: **+27 (0)82 823 8350 / +27 (0)21 780 1420**
 E-mail: **botaneek@iafrica.com**

24. Amendments / Additional conditions:

None

NG

NH

Signed for and on behalf of the Consultant by duly authorised representative:		Signed for and on behalf of the Sub-Consultant by duly authorised representative:	
Signature:	 Signed by: Neeren Govender; neeren.govender@zutari.com 23/09/2023 23:42:39(UTC+02:00)	Signature:	
Name:	Neeren Govender	Name:	NA Helme
Position:	Client Director: Water Africa	Position:	Sole Proprietor
Date:	22 September 2023	Date:	22 Sep 2023
Place:	Cape Town	Place:	Scarborough

APPENDIX A - SCOPE AND PROGRAMME OF THE SUB-CONSULTANCY SERVICES

1. Scope of Sub-consultancy Services

Project No.: 1001780 – Terrestrial Biodiversity Assessment Services in relation to the ***Macassar WWTW: Upgrade and Extension Project***

The Sub-consultancy Services include the following:

- *Terrestrial Biodiversity Assessment Services as per approved quote (attached hereto as Appendix D)*

2. Programme for execution of Sub-Consultancy Services

Programme as per the most recent provided by Consultant.

NG

NH

APPENDIX B - PAYMENT OF THE SUB-CONSULTANT

1. In consideration for rendering the Sub-consultancy Services, the Consultant shall pay the Sub-consultant on the following basis:

- (i) **ZAR 1,042.36 (One Thousand and Forty-Two Rand and Thirty-Six Cents Only)** per hour for the Sub-consultancy Services excluding VAT; and
- (ii) The Consultant's standard rate/kilometre for mileage;
- (iii) Pre-approved disbursements at cost

The maximum amount payable for the Sub-consultancy services in respect of this Project is **ZAR 12,525.00 (Twelve Thousand Five Hundred and Twenty-Five Rand Only)** as approved quote (attached hereto as Appendix D).

2. Invoices must be addressed to: **Zutari (Pty) Ltd (VAT Registration Number: 432 010 6703)**, and forwarded to Creditors@zutari.com and Corlie.Steyn@zutari.com for processing.
3. The Consultant shall invoice the Client in accordance with the Services Agreement, and shall pay or cause to be paid, the Sub-consultant within **fourteen (14) days of receipt of payment from the Client**. The Consultant shall take all reasonable measures to ensure timely payment of all invoices.
4. The amounts to be paid in terms of this Agreement shall be paid into the following bank account of the Sub-consultant:

Beneficiary: **Nick Helme t/a Nick Helme Botanical Surveys**
Bank: **Nedbank**
Account No.: **1146801769**
Branch Code: **198765**

5. The Sub-consultant's VAT Number is: **Not VAT Registered**

Please ensure your future Tax invoice:

- Is addressed to the correct entity and lists the Zutari contact name as well as the project number (*namely: 1001780*) where applicable.
- Is in electronic (pdf) format. These can be emailed to creditors@zutari.com
- Statements and account queries should also be emailed to creditors@zutari.com

NH

NG

SUB-CONSULTANCY AGREEMENT

APPENDIX C: - SECTION 37(2) OHS AGREEMENT

Entered into by and between:

Zutari (Pty) Ltd

(hereinafter refer to as "the Employer")

Registration Number: **1977/003711/07**

herein represented by **Neeren Govender**

in the capacity of **Client Director: Water Africa**

and duly authorised thereto

and

Nick Helme t/a Nick Helme Botanical Surveys

(hereinafter referred to as "the Mandatory")

Identity Number: **690129 5019 08 0**

herein represented by **Nick Helme**

in the capacity of **Sole Proprietor**

and duly authorised thereto

for

Scope: **Terrestrial Biodiversity Assessment Services – In relation to the Macassar WWTW: Upgrade and Extension Project (1001780)**

Duration: **18 September 2023 to 30 November 2023**

Mandatory Compensation Fund number:

N/A

1. **Reporting:** The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Manager and/or a representative designated by the Employer prior to commencing the work at the premises.
2. **Warranty of Compliance:** In terms of this agreement the Mandatory warrants that he understands and agrees to the arrangements and procedures as prescribed by the Employer; as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act. The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employers are to perform on the premises shall be the obligation of the Mandatory. The Mandatory further warrants that he and/or his employees undertake to fully comply with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the provisions of this agreement and the OHS Act are at all times adhered to by himself and his employees. The Mandatory shall ensure that the health and safety of any person on the premises is not endangered by the conduct and/or activities of any of his employees on the premises.
3. **Mandatory and Employer:** The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16(1) of the OHS Act, the Mandatory shall

NG

NH



accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

4. **Appointments and Training:** The Mandatory shall appoint competent persons for the work to be performed. Any such appointed person shall be trained on any occupational health and safety matters and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointment made by the Mandatory shall upon request be provided to the Employer. The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment. Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed competent persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.
5. **Supervision, Discipline and Reporting:** The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.
6. **Access to OHS Act:** The Mandatory shall ensure that he has an updated copy of the OHS Act at all times and that this is accessible to his appointed competent persons and employees, save that the parties may make arrangements for the Mandatory and his appointed competent persons and employees to have access to the Employer's updated copy/copies of the Act.
7. **Co-operation:** The Mandatory and/or his competent persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. The Employer and his representative shall at all reasonable times be entitled to make such inquiry. Without derogating from the generality of the above, the Mandatory and his competent persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.
8. **Work Procedures:** The Mandatory shall perform risk assessments of work to be performed and ensure that safe work procedures are in place. The Mandatory shall ensure that his competent persons and employees are familiar with and adhere to these safe working procedures. The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.
9. **Compensation Registration:** The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises. The Mandatory shall furnish the Company with proof of registration and good standing, within seven (7) days of receipt of a request by the Company.
10. **Incident reporting and Investigation:** All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of written documentation relating to any incident.

NG NH

11. **Sub-consultants:** The Mandatory shall notify the Employer of any subcontractor he may wish to appoint. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. The Mandatory shall ensure that training is provided prior to the subcontractor commencing work on the Employer's premises. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline, as discussed under paragraph 5.
12. **Security and Access:** The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
13. **No Usage of Employer's equipment:** The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer.
14. **Transport:** The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured for the purpose of the work. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times. In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.
15. **Duration of Agreement:** This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.
16. **Intoxication:** No intoxicating substance of any form shall be allowed on the premises. When a person is taking medicine, such person shall only be allowed to work if the side effects of such medicine do not constitute a threat to the health of the person concerned or other persons at such workplace.
17. **Plant, machinery and equipment:** The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended. In accordance with the provisions of Section 10 of the OHS Act, the Mandatory shall ensure that any article, which is erected or installed for use at work, is safe and creates no risk to health when properly used.
18. **Indemnity:** The Mandatory indemnifies and holds the Employer harmless against any loss in respect of claims, proceedings (of civil and criminal nature), damages, costs and expenses, arising from:
 - A non-compliance by the Mandatory with any provision of common law, Act of Parliament, regulation and bylaw of any local authority arising out of or due to the execution of the Services or occupation of the site by the Mandatory.
 - Claims from other parties, whether against the Employer or the Mandatory, consequent upon death, bodily injury or illness of any person or damage to any property arising out of or due to the execution of the Services or occupation of the site by the Mandatory.

NG

NH

Signed for and on behalf of the Employer by duly authorised representative:		Signed for and on behalf of the Mandatory by duly authorised representative:	
Signature:	 Signed by Neeren Govender, neeren.govender@zutaricape.com 230009228 23 45 15/UTC+02:00	Signature:	
Name:	Neeren Govender	Name:	NA Helme
Position:	Client Director: Water Africa	Position:	Sole Proprietor
Date:	22 September 2023	Date:	22 sep 2023
Place:	Cape Town	Place:	Scarborough

APPENDIX D – APPROVED QUOTATION

NG

NH

Appendix D: Quote



NICK HELME BOTANICAL SURVEYS

PO Box 22652 Scarborough 7975
Ph: 021 780 1420 cell: 082 82 38350 email: botaneek@iafrica.com
Pri.Sci.Nat # 400045/08

22 Aug 2023

Zutari
Cape Town
ATT: Corlie Steyn

Dear Corlie

Cost estimate – Terrestrial Biodiversity Assessment – Macassar WWTW upgrade, CoCT.

Thank you for asking me to quote for the above work. I understand that the study area is as per the maps provided.

Proposal

The proposed ToR are as follows:

- Undertake a site visit to assess the terrestrial vegetation and fauna (not birds) in the study area
- Identify and describe the vegetation and terrestrial fauna in the study area and place it in a regional context, including its status in terms of the City of Cape Town Biodiversity Network (CBA/ESA/ONA, etc)
- Identify and locate any (likely) plant and terrestrial faunal Species of Conservation Concern in the study area, based on observation, literature and iNaturalist website review
- Provide an overview and map of the botanical and faunal conservation significance (sensitivity) of the site
- Identify and assess (according to standard IA methodology) the potential impacts of the project, using the current development layout provided
- Indicate the acceptability of the project proposal from an ecological perspective
- Identify and describe the potential cumulative impacts of the proposed development in relation to proposed and existing developments in the surrounding area

NG NH

- Recommend mitigation measures to avoid and/or minimise impacts and/or optimise benefits associated with the proposed project, including layout change.

Costing

I estimate that the total cost for the inputs will be as follows:

Site visit: 150km @R7.5/km	= R1125
Site visit, professional time: 4.5hr @ R1200/hr	= R5400
IA Report: 5hrs @ R1200/hr	= R6000

Total anticipated costs are thus about **R12 525 (not VAT registered)**.

Should any additional work be required (not outlined above; notably any additional or larger study areas) this will be charged for at R1200/hr and R7.5/km.

Requirements and Timing

I will require a Letter of Appointment with full invoicing details. I will invoice on submission of my report. I will be able to complete the report within two to three weeks of appointment.

Yours sincerely



Nick Helme

NG

NH



TO SUB-CONSULTANCY AGREEMENT

Zutari Opportunity No: **R0001001780-00**

This Addendum is made on **26 February 2024** ("Effective Date") between:

Zutari (Pty) Ltd (Registration Number: **1977/003711/07**) herein represented by **Neeren Govender** in the capacity of **Client Director: Water Africa** duly authorised thereto ("Zutari"); and

Nick Helme t/a Nick Helme Botanical Surveys (Identity Number: **690129 5019 08 0**) herein represented by **Nick Helme** in the capacity of **Sole Proprietor** duly authorised thereto ("Company"),

(collectively hereinafter referred to as "Parties"),

PREAMBLE

Whereas the Parties have entered into a **Sub-Consultancy Agreement dated 18 September 2023** ("Agreement") in connection with **Macassar WWTW: Upgrade and Extension Project (R0001001780-00)** ("Project") for **City of Cape Town: Water & Sanitation** (client) in **South Africa** (country) which Agreement requires certain amendments;

Now therefore the Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Addendum, the words and expressions as contained in the Agreement shall apply.
- 1.2. Except for the variations made in this Addendum, all other provisions of the Agreement shall prevail.
- 1.3. This Agreement shall be governed by and construed in accordance with the laws of the Agreement.

2. AMENDMENTS TO AGREEMENT

2.1. The Agreements is hereby amended as follows:

2.1.1. **Clause 1 of Appendix A: Scope of Sub-Consultancy Services**

Add the following at the end of the clause:

The Sub-Consultancy Services include the following additional services:

- *Additional Specialist Botanical Input Services for Additional Electric Infrastructure as per quote (attached hereto as Appendix E)*

2.1.2. **Clause 1 of Appendix B: Payment of the Sub-Consultant**

Delete existing clause and replace same with the following clause:

1. *In consideration for rendering the Sub-consultancy Services, the Consultant shall pay the Sub-consultant on the following basis:*



[Initial all, excluding signature page(s)]

ADDENDUM

- (i) **ZAR 1,042.36 (One Thousand Forty-Two Rand and Thirty-Six Cents Only)** per hour for the Sub-consultancy Services excluding VAT; and
- (ii) The Consultant's standard rate/kilometre for mileage;
- (iii) Pre-approved disbursements at cost

The maximum amount payable for the Sub-Consultancy services in respect of this Project is **ZAR 19,025.00 (Nineteen Thousand Twenty-Five Rand Only)** as per approved quote/s (attached hereto as Appendix D & E).

3. ADDITIONAL DOCUMENTATION

The following additional documentation is added to the Agreement: (if any)

- **Appendix E: Received Quotation, dated 21 February 2024.**

Signed for and on behalf of the Zutari by duly authorised representative:	Signed for and on behalf of the Company by duly authorised representative:
Signature:  Neeren Govender Signed by: Neeren Govender, neeren.govender@zutari.com 27/02/2024 13:38:01 (UTC+02:00)	Signature: 
Name: <u>Neeren Govender</u>	Name: <u>NA Helme</u>
Position: <u>Client Director: Water Africa</u>	Position: <u>Sole Proprietor</u>
Date: <u>27 February 2024</u>	Date: <u>27 Feb 2024</u>
Place: <u>Cape Town</u>	Place: <u>Scarborough</u>

ADDENDUM



Appendix E – Approved Quotation

NG NH

[Initial all, excluding signature page(s)]



NICK HELME BOTANICAL SURVEYS

PO Box 22652 Scarborough 7975
Ph: 021 780 1420 cell: 082 82 38350 email: botaneek@iafrica.com
Pri.Sci.Nat # 400045/08

21 Feb 2024

Zutari

ATT: Corlie Steyn

Dear Corlie

Cost estimate for additional Specialist Botanical Input: Macassar WWTW – electrical infrastructure

Thank you for asking me to quote for the above work. I understand that the study area is as per the map provided, being a section about 6941m long, to accommodate 2 x 11 kV MV Cables (at a distance of 300mm apart). Construction of the cables will require a trench with depth of 1m and width of 1m, with a buffer of 500mm offset either side.

Proposal

The proposed ToR are as follows:

- Update my existing Macassar WWTW report to include an assessment of this proposed underground cabling.
- Identify and describe the vegetation in the study area and place it in a regional context, including its status in terms of the City of Cape Town Bionet / Spatial Biodiversity Plan (CBA/ESA/ONA, etc)
- Identify and locate any (likely) plant Species of Conservation Concern in the study area, based on observation, experience, literature (including previous studies) and iNaturalist website review
- Provide an overview of the botanical conservation significance (sensitivity) of the site, indicating areas of Low, Medium and High sensitivity (provide GE kmz files)
- Identify the likely significance of the botanical impacts of proposed development
- Identify any botanical constraints that may be evident, and especially any Red Flags or No-Go areas

NG

- Recommend mitigation measures to avoid, minimise and mitigate impacts associated with any potential development.
- Indicate if more than 300m² of natural vegetation is likely to be lost.

Costing

I estimate that the total cost for the inputs will be as follows:

Reporting: 5hrs @ R1300/hr

= R6500

Total anticipated costs are thus about **R6500 (not VAT registered)**.

Should any additional work be required (not outlined above; notably any additional or larger study areas) this will be charged for at R1200/hr and R7.5/km.

Requirements and Timing

I will require an Amendment to my contract. I estimate that I will be able to complete the report within two weeks of appointment.

Yours sincerely



Nick Helme

NG

NH

