Form of Agreement
for Consulting
Engineering Services
July 2003

Agreement and
Specific Provisions

Project:

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Client:

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Consulting Engineer:

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CESA
Consulting Engineers South Africa
CONSULTING ENGINEERS SOUTH AFRICA (CESA)

Consulting Engineers South Africa (CESA) is a voluntary organisation of individual consulting firms formed to uphold standards and advance the usefulness of Consulting Engineers by promoting the interests of its members and their Clients.

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

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

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

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Issued July 2003
AGREEMENT

This AGREEMENT is made between:

………………………………………………… (the "Client")

of

Postal address:

…………………………………………………

Tel………………… Fax ………………… E-mail …………………

Physical address:

…………………………………………………

AND

………………………………………………… (the "Consulting Engineer")

of

Postal address:

…………………………………………………

Tel ……………… Fax ……………… E-mail …………………

Physical address:

…………………………………………………

The Client intends to proceed with the following Project:

……………………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………………

and hereby engages the Consulting Engineer to provide professional services as described in Appendix A and / or the Specific Provisions and the Consulting Engineer agrees to perform such Services for the remuneration described in Appendix A and / or the Specific Provisions.
SPECIFIC PROVISIONS

1. **Documents forming part of the Agreement**

   The following documents form part of this agreement:

   **Agreement**

   **Specific Provisions**

   **Conditions of Agreement** (Copy attached hereto)

   **Appendix A** – Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000

   Additional documents as follows:

   …………………………………………………………………………………………………………..

2. **Amendments**

   The following amendments to the **Conditions of Agreement** apply to this agreement:

   …………………………………………………………………………………………………………..

3. **Special Conditions**

   The following special conditions apply to this agreement:

   …………………………………………………………………………………………………………..

4. **Scope of Services**

   The Scope of Services to be provided by the Consulting Engineer in terms of this agreement shall be the Scope of Services as described in Appendix A and shall be the latest published Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000 (Act No 46 of 2000), as applicable at the time of signature of this agreement, subject to the following amendments:

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5. **Exceptional Services**

The Scope of Services includes the following Exceptional Services:

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6. **Professional Indemnity Insurance**

The Consulting 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 the Conditions of Agreement and in accordance with the details set out in the Specific Provisions, if any.

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

7. **Remuneration (Tariff of Fees)**

The remuneration or method of determining the remuneration to be paid to the Consulting Engineer for providing the services required in terms of this agreement and for reimbursement for all expenses and costs incurred in performing the services shall be in accordance with the following or, in the absence of a specific agreement for the method of determining the method of remuneration, the latest published Guideline Scope of services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000 (Act No 46 of 2000) as applicable at the time of signature of this agreement, shall be the basis for determining the remuneration subject to the following additional or alternative remuneration conditions:

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…………………………………………………………………………………………………………
…………………………………………………………………………………………………………

Signed at …………………………………… Signed at ……………………………………

on this … day of ………………… 20…… on this … day of ………………… 20……

For the **Client**: For the **Consulting Engineer**:

Name: ………………………………………… Name: …………………………………………

Signature: ……………………………………… Signature: ………………………………………

As Witness: As Witness:

Name: ………………………………………… Name: …………………………………………

Signature: ……………………………………… Signature: ………………………………………