

29 May 2020

**ADDITIONS AND ALTERATIONS TO EXISTING WAREHOUSE AND OTHER
BUILDINGS SITUATED AT 33 MAKEPEACE CRESCENT, REDHOUSE**

Dear Sirs,

On behalf of our client, Sanprop Investments Pty Ltd, we have pleasure in confirming your appointment as Main Contractor on the above-mentioned project, based on the following terms and conditions:

1. SCOPE OF WORKS:

1.1. The project scope has been divided into 4 portions as listed below.

- Portion 01

The addition of a new mezzanine structure within the existing warehouse, the summary of the scope of work is listed as per below:

- New steel structure
- New ground and first floor walls as per plans
- New drainage reticulation (scope exclude NMBM fee and cost of new sewer connection)
- New fire wall dividing wall between SAN Air and SAN refrigeration.
- New Fire wall to the perimeter of the new mezzanine structure
- New overhead roll-up doors and structure to accommodate.
- Altering the steel structure to accommodate new.
- Scabble existing floor on ground floor offices and cast new topping.
- New fire installation in accordance with SANS.
- New electrical reticulation to ground and first floor offices.
- Constructing a new stormwater covering to existing open channels within the current warehouse.
- Repositioning of any existing bracing that would be affected by the new building plans.
- New windows and doors.

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- Portion 02

The alterations of the existing offices below and above the existing concrete mezzanine. The summary of the scope of work is listed as per below:

- Demolition of existing walls as per plan.
- Building up of new walls as per plan.
- New sisalation, insulation and ceiling to existing first floor offices.
- New drainage reticulation
- New electrical reticulation
- Painting existing steel walkway and staircase.
- New fire installation in accordance with SANS.
- New windows and doors.

- Portion 03

The alterations of the existing single-story office building. The summary of the scope of work is listed as per below:

- Demolition of existing walls as per plan.
- Building up of new walls as per plan.
- New office extension.
- Existing roof painted and flashing to be re-done.
- Existing water leak to be fixed and re-routed around building.
- New courtyard to be made good.
- New windows and doors.
- New drainage reticulation for new bathrooms.
- New electrical reticulation.
- New fire installation in accordance with SANS.

- Portion 04

The external works comprises of the below:

- Removing all grass and replacing it with new interlocking pavers to match while tying into the existing as best as possible.
- Alter existing boundary wall to accommodate new entrance as per plan.
- Break-up and remove any existing raised concrete sections that affect the proposed plans.
- Strip and remove existing roof sheeting, steel windows, polycarbonate while being replaced with new sheeting and polycarbonate sheeting only.
- Remove all affected plants and weeds that affect the proposed plans.

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The above scope of works has been documented within the current project costs and plans as issued by:

BSP Construction: Tender BOQ 27-05-2020
R 8, 985 893.74 ex vat

DMV Architecture: 20200527_MakePeace_MS15_001 (Page 001 – A0)
20200527_MakePeace_MS15_101 (Page 101 – A0)
20200527_MakePeace_MS15_102 (Page 102 – A0)
20200527_MakePeace_MS15_103 (Page 103 – A0)
20200527_MakePeace_MS15_104 (Page 104 – A0)
20200527_MakePeace_MS15_201 (Page 201 – A0)
20200527_MakePeace_MS15_501 (Page 501 – A0)
20200527_MakePeace_MS15_502 (Page 502 – A3)

Stance Engineers: 1376-F1-REV1
1376-F2-REV1
1376-F3-REV1
1376-SS1-REV1
1376-SS2-REV1
1376-SS3-REV1

2. CONTRACTUAL OBLIGATIONS:

- 2.1. Site handover will be Monday 1 June at 12 midday.
- 2.2. Project completion will be Thursday the 29th of October at 4pm. Project completion is deemed to be understood as all works being complete, but no defects have been attended to yet.
- 2.3. A penalty of R10 000 per day will be imposed for each late day of completion.
- 2.4. The contractor is responsible to co-ordinate all appointed sub-contractors to ensure the successful completion of the project. These currently include steel contractor, electrical contractor, plumbing contractor, roofing contractor, civils contractor, fire contractor, joinery contractor, painting contractor, tiling contractor, drywall and ceiling contractor
- 2.5. The contractor is responsible to co-ordinate all direct contractors appointed directly by the client and tenant to ensure the adequate completion of the project. These currently include air-conditioning, gates, alarm, security, metal work pergolas and free issue of fire dampers. The lighting fittings to the new portions of work will potentially also be provided by the client directly.

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- 2.6. Provide the client with proof of works insurance prior to commencement of work.
- 2.7. Provide the client with Public Liability insurance prior to commencement of work.
- 2.8. The contractor and client to enter a JBCC principle building agreement within 14 days of commencement on site.
- 2.9. No payment guarantee will be required.
- 2.10. Site security to be provided by contractor during working hours, weekdays from 8am – 5pm.
- 2.11. Contractor to comply with the newest versions of the Occupational Health and Safety act.
- 2.12. Contractor to ensure that they comply with the COVID-19 regulations specified by Government to ensure the safety of all employees and visitors to the site.
- 2.13. Contractor to provide the clients principal agent with a Project Program at the first official Team site meeting, Thursday 4 of June at 12 midday.
- 2.14. Contractor to co-ordinate all team meetings that are to be scheduled every fortnight. Contractor to report back on progress and request any information required within these meetings.
- 2.15. Contractor to ensure a walk-around meeting is arranged once a week with the principal agent to address any queries and report back on-site progress.
- 2.16. Any rain delay within this contract would need to be caught up by the contractor, no extension of time will be permitted.
- 2.17. No unforeseen delay will be permitted, unless this unforeseen delay is an act of God or an instruction issued by the State.
- 2.18. Payment certificates will include no retention and will need to be issued to the Principal agent on or before the 22nd of each month.
- 2.19. The assigned senior management team tasked for completion of the project is expected to be assigned to the site at all reasonable times.
- 2.20. It is the responsibility of the contractor to ensure the NMBM relevant inspectors are kept up to date with site progress and relevant sign-off is achieved to ensure the timeous issuing of the occupational certificate on completion of the project by the building inspector to the Contractor.

3. SITE INSTRUCTIONS AND DOCUMENTATION

- 3.1. All site instructions to be provided to contractor by Clients Principal Agent only:

DMV Architecture cc
Unit 7, The 1054
254 Main Road
Walmer
6070

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041 5811590

They are represented by
Mr Dal Venables
083 295 3601
dal@dmvarchitecture.co.za

and

Mr Dewald Potgieter
072 418 6867
dewald@dmvarchitecture.co.za

- 3.2. The client themselves will need to issue any instructions through the principal agent above.
- 3.3. Any change to the working documentation will at any stage from whatever origin will only be affected upon instruction of the Principal agent.
- 3.4. All correspondence must be addressed to DMV Architecture, who will co-ordinate and manage this project.

4. PAYMENT OF WORKS COMPLETED:

- 4.1. Works completed will be paid by the client within 7 days of receiving the payment certificate issued to them by the principal agent.
- 4.2. Payments will be made monthly for work completed.
- 4.3. The above certificate will have been approved with 4 days of receipt by the contractor to the principal agent.
- 4.4. No Payment guarantee will be required by either party.
- 4.5. The payment made by the client to the contractor will be for the full amount approved without a payment reduction. However, a 2.5% discount will be indicated on the requested payment to the client. The contractor would have had to receive proof of payment within 7 days of the principal agent issuing the invoice.

5. EXTRA'S

- 5.1. No fees for any works required to be deemed to have already been priced by the contractor will be entertained unless specifically agreed to in writing by the principal agent beforehand.
- 5.2. No fees for any additional works required by the client will be entertained unless specifically agreed to in writing by the principal agent beforehand.

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6. CLIENTS RESONSIBILITIES:

- 6.1. Notify the bondholder (should there be one) of construction taking place at 33 Makepeace Crescent.
- 6.2. Ensure a security guard is stationed on site each day as per below:
 - Weekdays : 5pm till 8am the following morning.
 - Weekends : Friday 5pm till Monday 8am
- 6.3. Be responsible for the relocation / removal of the alarm system as requested by the contractor.
- 6.4. Ensure the current security kiosk is relocated to a suitable position once the civils is ready to commence.
- 6.5. Ensure all overhead cranes are altered / removed as required by the contractor.
- 6.6. Provide the free issue of the Trox fire dampers.
- 6.7. Make payment to any client selected contractors, e.g. Aircons etc.
- 6.8. Make payment to the contractor as instructed by DMV Architecture.
- 6.9. Ensure the removal of all steel external carports as requested by the contractor.

7. SPECIFIC EXCLUSIONS:

- 7.1. Existing roof sheeting to existing single story office building to remain.
- 7.2. No insulation has been allowed for the re-roofing of the existing warehouse.
- 7.3. No municipal fees have been allowed for the new drainage application and extension.
- 7.4. Only electrical points have been allowed for aircon units, no physical aircons.
- 7.5. No allowance has been made to clean the existing warehouse floor.
- 7.6. No warehouse electrical reticulation has been allowed for, expect for reticulation to the different portions, security lighting and entrance gates.
- 7.7. No Stormwater reticulation to the existing and new yard paving / concrete has been allowed for.

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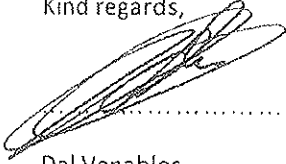
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8. ACCEPTANCE OF APPOINTMENT:

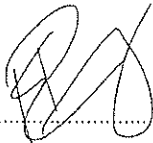
- 8.1. Please sign the space below indicating your acceptance of this appointment and return to our office via email: dal@dmvarchitecture.co.za

Kind regards,



Dal Venables

MArch. SACAP Reg. No. PrArch21014

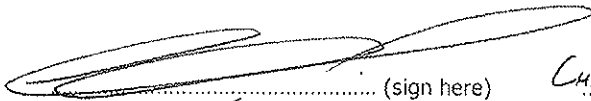


..... (sign here)

Brett Paxton

.....(name of signature)

We accept the above terms of appointment on Behalf of BSP Construction



..... (sign here)

CHARLES LUMSDEN

.....(name of signature)

30/05/20
We accept the above terms of appointment of BSP Construction on Behalf of Sanprop Investments Pty Ltd

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