

PHOKWANE LOCAL MUNICIPALITY



RESEAL OF MANGOPE AVE IN PAMPIERSTAD

TENDER DOCUMENT

Bid No: PL09/RMP/1022

PHOKWANE LOCAL MUNICIPALITY
24 HERTZOG STREET
HARTSWATER
8570

NAME OF BIDDER:
FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)

TENDERED AMOUNT:

CONTACT NUMBER:

EMAIL:



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

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Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDERING PROCEDURES

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Phokwane Local Municipality



PHOKWANE LOCAL MUNICIPALITY
INVITATION TO BID

TENDER NO: PLO9/RMP/1022
DESCRIPTION: RESEAL OF MANGOPE ROAD

Phokwane Local Municipality hereby invites prospective service providers to submit tenders for the:
RESEAL OF MANGOPE ROAD

This BID will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2017 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Phokwane Local Municipality. Phokwane Local Municipality is not bound to accept the lowest bid or award a contract to the bidder scoring the highest points.

The tender documents are downloadable from the municipal website (www.phokwane.gov.za) and ETender portal. The closing date for submissions is **21 October 2022 at 12h00**. Bids will be opened in public immediately after the stated closing time.

Tenders documents together with copy in a memory stick and a proof of payment of participation fee of R3000.00, clearly marked: **PL09/RMP/1022** - and must be deposited in the Tender Box of the Phokwane Local Municipality at the Reception area, Ground floor, Hartswater Municipal building, 24 Hertzog Street, Hartswater. **Enquiries** on technicalities may be directed to Mr L Jange at tel. (053) 474 9700 and for supply chain matters to Mrs. M. Viljoen at tel. (053) 474 9700 during office hours.

The Municipality reserves the right to partial acceptance of one or more bids, to withdraw any invitation to tender and/or to re-advertise or to reject any tender. If no response is received in Ninety (90) days after the closing date, consider your BID unsuccessful.

NB: that faxed, e-mailed or late quotations will not be accepted.

Ms B Mgaguli
Acting Municipal Manager
Phokwane Local Municipality

**Prospective service providers with
proven track records are invited to tender
as follows:**

Bid No.	Bid Description	CIDB Grading	Non- Refundable	Contact Person for Technical Enquiries	Closing date	Points System
PL09/RMP/1022	RESEAL OF MANOPE AVE IN PAMPIERSTAD	4CE	R 2 000.00	Mr. Lubabalo Jange Jange.lubabalo@ gmail.com	21/10/22	80/20

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Phokwane Local Municipality on or before **21 October 2022; 12H00 Noon**. No-Compulsory Site Briefing will be held. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. The closing date for enquiries is **17 October 2022**. Bid Documents are obtainable from the **11th October 2022** for a non-refundable fee of **R2 000.00 at the Cashiers Office**, 24 Hertzog Street, Hartswater 8570 **OR** can be **downloaded free of charge at www.eteneders.gov.za or www.Phokwane.gov.za**.

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management Policy. Bids must be accompanied by a valid Tax Compliance Status (With Pin). Bidders must be registered on the Central Supplier Database (CSD) for Government.

For B-BBEE points Bidders must attach an **ORIGINAL OR CERTIFIED B-BBEE** Status level Contribution Certificate authorised by **SANAS, IRBA** or a **Sworn Affidavit**, (Commission of Oath). CSD certificate **WILL NOT** be used for the purpose of evaluating preference points. **MFMA Circular 81**.

MS B MGAGULI
ACTING MUNICIPAL MANAGER
PHOKWANE LOCAL MUNICIPALITY



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 (contained in Government Gazette No. 38960 of 10 July 2015), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Addition or Variation to Standard Conditions of Tender	
1.1	The Employer is Phokwane Local Municipality.
1.2	The tender documents issued by the employer comprise one volume.
1.3.2	Replace the sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): TBC Compiled by: Phokwane Local Municipality



Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the construction works "Civil Engineering" (4CE) class of construction work with a grading designation 4CE; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work.
2.2	<p>Add the following to the sub-clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	<p>Add the following to the clause:</p> <p>Only authorized signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.4	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Phokwane Local Municipality</p> <p>Physical address : 24 Hertzog Street, Hartswater, 8570</p> <p>Identification details : Project :Reseal of Mangope in Pampierstad</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.5	<p>A two-envelope procedure will not be followed.</p>
2.13.10	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender</p>



Clause	Addition or Variation to Standard Conditions of Tender
	offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	<p data-bbox="402 344 1469 385">Add the following to the clause:</p> <p data-bbox="402 407 1469 443">The Tenderer is required to enter information in the following sections of the document:</p> <p data-bbox="402 465 1469 501">Section T2.2 : Returnable Schedules</p> <p data-bbox="402 524 1469 560">Section C1.1 : Form of Offer and Acceptance</p> <p data-bbox="402 582 1469 618">Section C1.2 : Contract Data (Part 2)</p> <p data-bbox="402 640 1469 676">Section C2.2 : Schedule of Quantities</p> <p data-bbox="402 698 1469 801">The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p data-bbox="402 824 1469 896">The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p data-bbox="402 918 1469 990">The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p data-bbox="402 1012 1469 1128">Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non- responsive.</p> <p data-bbox="402 1151 1469 1469">Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p data-bbox="402 1491 1469 1644">Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
	<p data-bbox="402 1693 1469 1765">2.15.1 The closing time and location for the submission of tender offers are: Time: 12:00, on Friday, 2022</p> <p data-bbox="402 1778 1469 1850">Location: Tender Box of Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570</p>



Clause	Addition or Variation to Standard Conditions of Tender
2.16.1	The tender offer validity period is 90 days.
2.16.2	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>2.16.5 Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favorable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause</p> <p>3.9 of the Conditions of Tender) and any less favorable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.



Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ul style="list-style-type: none"> a) The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. Act 53 of 2013 published in Government Gazette No. 36928 dated 11 October 2013 (In case of a Joint Venture, or Consortium a consolidated B-BBEE certificate will be required). b) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, c) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, d) Copy of Certificate of Incorporation (if tenderer is a Company), e) Certified copy of Founding Statement (if tenderer is a Closed Corporation), f) Certified copy of Identity Document (if tenderer is a One-man concern), g) Signed Joint Venture Agreement (if tenderer is a Joint Venture), h) Curriculum Vitae of all supervisory staff. i) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above, j) Proof of CSD registration
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	Tenders will be opened in public immediately after the closing time for tenders, at the same venue.
3.5	A two-envelope procedure will not be followed.
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>



Clause	Addition or Variation to Standard Conditions of Tender
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11.1	<p>Add the following new clause: Scoring preference</p> <p>Up to (100-W1) tender evaluation points (Wp) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed.</p> <p>Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000,00 (50 million); or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000,00 (50 million).</p>
3.11.7	<p>The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.16.2	<p>Replace the contents of the clause with the following:</p>



Clause	Addition or Variation to Standard Conditions of Tender
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Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.

3.17	The successful tenderer shall receive one copy of the signed contract.
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END OF SECTION



Phokwane Local Municipality

TENDER NO. PL09/RMP/1022

RESEAL OF MANOPE AVE IN PAMPIERSTAD

STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

RETURNABLE DOCUMENTS

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Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. (In case of a Joint Venture, or Consortium a consolidated B-BBEE certificate will be required).
 - b) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
 - c) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
 - d) Copy of Certificate of Incorporation (if tenderer is a Company),
 - e) Certified copy of Founding Statement (if tenderer is a Closed Corporation),
 - f) Certified copy of Identity Document (if tenderer is a One-man concern),
 - g) Joint Venture Agreement (if tenderer is a Joint Venture),
 - h) Curriculum Vitae of all supervisory staff.
 - i) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above,
 - j) Proof of CSD registration
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

RETURNABLE SCHEDULES

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FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.2 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state ¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works of a **similar** nature successfully executed by myself/ourselves in recent years.
Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

Note : Only the projects list in the Table above will be evaluated for experience points in the Functionality stage.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.4 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a **pe se** prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



MBD 9

- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



MBD 9

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM T2.2.6 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? If yes, provide a copy. How is this policy communicated to all employees? **YES / NO**

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**



8. Does the Contractor have a safety induction training project in place? If yes, provide a copy. **YES / NO**

SIGNED ON BEHALF OF TENDERER	DATE:



FORM T2.2.7 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Name of Lead Firm _____

A signed original certified copy of the joint venture agreement showing clearly the percentage contribution of each partner to the joint venture shall be appended to this schedule.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.8 - B-BBEE LEVEL

The score for preferences will be calculated using the B-BBEE status level of the contributor for each responsive tender under consideration.

The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.

The full conversion of B-BBEE level to PPPFA points are as follows:

B-BBEE Level	PPPFA – Government tender points allocation 90/10	PPPFA – Government tender points allocation 80/20
Level 1 Contributor	10	20
Level 2 Contributor	9	18
Level 3 Contributor	6	14
Level 4 Contributor	5	12
Level 5 Contributor	4	8
Level 6 Contributor	3	6
Level 7 Contributor	2	4
Level 8 Contributor	1	2
Non-Compliant Contributor	0	0

NB: THE TENDERER SHALL ATTACH B-BBEE CERTIFICATE

In case of a joint venture, or consortium a consolidated B-BBEE certificate will be required

SIGNATURE OF TENDERER	DATE:



FORM T2.2.9 - CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code:

& PARTNER

Name of Bank:

Account Name:

Account Number:

Branch Code :

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.10 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? Attach proof not older than three months.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER



***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration (FormT2.2.10) in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.11 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, PHOKWANE LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

PHOKWANE LOCAL MUNICIPALITY: PROJECT - RESEAL OF MANGOPE AVE, PAMPEIRSTAD HARTSWATER

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

I, _____, the
undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

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

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.



**FORM T2.2.12 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING
AMOUNTS OWED TO COUNCIL**

TO:	THE MUNICIPAL MANAGER, PHOKWANE LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorize the Phokwane Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from Phokwane Local Municipality or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER **DATE:**

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

SIGNATURE WITNESS 1 **NAME IN BLOCK LETTERS**

--	--

SIGNATURE WITNESS 2 **NAME IN BLOCK LETTERS**



FORM T2.2.13 – LABOUR INTENSIVE METHODOLOGY

Tenderer must prepare and submit a method statement that will clearly indicate his attention to make use of Labour-Intensive construction methods and how it will be implemented throughout the execution of the set Scope of Works for this project.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.14 - QUALITY CRITERIA AND POINTS CLAIMED

➤ Points for Quality Threshold

Description			Section no.	No of Points	
				Maximum	Claimed
Specific Rural Roads expertise	Company Capacity and capability	Experience in Similar Projects	T2.2.3	30	
		Quality of previous projects	T2.2.3	20	
	Project Team	Experience of Key Personnel	T2.2.5	20	
	Project Methodology	Labour Intensive Construction Methodology	T2.2.13	30	
	Total (Specific project applicable expertise)			100	

Note: The minimum number of evaluation points for quality for a tender to be considered responsive is 70 points.

Explanation of Points for Quality Threshold:

QUALITY ASSESSMENT CRITERIA

Experience in Similar Projects (30 Points)

Previous similar projects (Completion certificates and recommendation letters from Employers should be attached to claim points)

Four projects (Construction Value >R6m per project) (30 Points)

Two projects (Construction Value >R6m per project) (15 Points)

One project (Construction Value >R3m per project) (5 Points)

No Projects (0 Points)

Quality of previous projects (Projects provided for quality should be the same as provided for Experience above) (20 points)

The following information must be attached for each similar project as claimed above in order to claim points.

- Description
- Value
- Construction Period
- Date Completed
- Reasons why Contractual Construction Period were exceeded (if applicable.)
- Employer & Contact telephone number or Consultant & telephone number

Quality of Work Done (15 Points) –

(Good = 5 points, Acceptable = 3 points; Average = 2 points; Poor = 0 points)

Completed Work on Time (5 Points) –

(Good = 5 points, Acceptable = 3 points; Average = 2 points; Poor = 0 points)

Note: Only the projects listed in Table T2.2.3 supporting documentation will be used for points allocation.



- 1 Experience of Proposed Construction Site Supervisor & Safety Office (20 points)
(CV's and supporting documentation of the proposed site staff and Safety Officer must be attached with the following information available)

Full Name:

Date of Birth:

Years with Current Firm:

Years' Experience:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employer references, where appropriate.]

Scoring - (Maximum 20 points)

- 1 x Site Agents with 10 years relevant experience (10 Points)
- 1 x Site Agent with 5 years relevant experience (5 Points)
- Site Agent with NQF 5 level or Higher (5 Points)
- Safety Officer with First Aid plus OHSA (Construction Regulations) qualification (4 points)
- No Safety Officer (0 Points)

Labour Intensive Construction Methodology (20 points)

Tenderer must prepare and submit a method statement that will clearly indicate his attention to make use of Labour-Intensive construction methods and how it will be implemented throughout the execution of the set Scope of Works for this project.

Signature of Tenderer: _____ Date: _____

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE	C1.1.1
PART C1.2	CONTRACT DATA	C1.2.1
	Annexure A: Form of Guarantee.....	C1.2.16

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Phokwane Local Municipality: RESEAL OF MANGOPE AVE IN PAMPIERSTAD

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered total of the Prices inclusive of Value Added Tax is

RANDS

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) _____

Name(s) _____



Capacity _____

for the tenderer _____
(Name and address of organisation)

Name & signature _____
of witness _____ Date _____



ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the, conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Employer	_____	
	(Name and address of organization)	
Name & signature		
of witness	_____	Date _____



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.



It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private BagX200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPESIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.



Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	<p>Add the following:</p> <p>“Schedule of Rates” means the document so designated in the Pricing Data, and forming part of the written instruction by the Employer’s Agent to the Contractor to execute the specified portion of works.</p>
1.1.1.5	<p>Add the following to the clause:</p> <p>The “Commencement Date” means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.</p>
1.1.1.7	<p>Add onto the word “parties” in the last sentence:</p> <p>“..... and shall include any written instruction by the Employer’s Agent to the Contractor to execute any specified portion of the works.”</p>
1.1.1.9	<p>“Contract Price” means the total estimated value of different portions of the works executed by the Contractor on instruction and approval by the Employer’s Agent.</p>
1.1.1.13	<p>Add the following to the end of this definition: The</p> <p>Defects Liability Period is 12 months.</p>
1.1.1.14	<p>Add the following to the end of this definition:</p> <p>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of a specified portion of work shall be as per works instruction.</p> <p>The time for completion of all works under this project shall be 6 months. The Employer also reserves the right to reallocate works to another Contractor, should the Contractor not perform adequately.</p>
1.1.1.15	<p>The Employer is Phokwane Local Municipality.</p>
1.1.1.16	<p>For this specific contract only, the word “Employer’s Agent” means any Registered Professional appointed, generally or specifically by Phokwane Local Municipality to fulfil the functions of the Employer’s Agent in terms of the Conditions of Contract.</p>



Clause	Contract Data
1.1.1.25	“Pricing Data” means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his price.
1.1.1.26	The pricing strategy to be a Re-measurement Contract.
1.2.1	Add the following to the clause: <ul style="list-style-type: none"> 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: <ul style="list-style-type: none"> - Phokwane Local Municipality²⁴ Hertzog Street HARTSWATER 8570
1.3.6	Replace this clause with: <p>The copyright in all documents, drawings and records (prepared by the Employer’s Agent) related in any manner to the Works shall vest in the Employer or the Employer’s Agent or both (according to the dictates of the Contract that has been entered into by the Employer’s Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.</p>
3.1.1	Add the following words into the sentence.... <p>..... “shall be a registered professional in a built environment profession with a minimum of 10 years’ experience that is appropriate to”</p>
3.2.3.1	The Employer’s Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:
3.2.3.2	The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of



Clause	Contract Data
	Clause 5.11 or the effect of which is liable to give rise to a claim by the
3.2.3.3	Contractor for an extension of time under Clause 5.12 of these conditions.
3.2.3.4	The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.
3.2.3.5	The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the following to the clause:
4.1.2.1	The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:
4.1.2.2	a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.
4.1.2.3	proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).
4.1.2.4	design calculations should the Employer's Agent request a copy thereof.
4.1.2.5	engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.
4.1.2.6	"As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: The Ministerial Determination, Special Public Works Projects, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.3.4	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).



Clause	Contract Data
	<p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.4.4	<p>30 % of the construction amount should be spend locally within the Phokwane LM project area. The cost of local labour, local sub-contractors and local suppliers will form part of the 30%.</p>



Clause	Contract Data
4.10.3	Add the following new clause:
5.3.1	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.2	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial construction programme (Refer to Clause 5.6)</p> <p>A detailed cashflow forecast (Refer to Clause 5.6.2.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p>
5.3.3	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before Commencement with Works execution is 14 days.</p>
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>



$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V	=	Extension of time in calendar days for the calendar month under consideration
N _w	=	Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded
R _w	=	Actual total rainfall in mm recorded during the calendar month under consideration
N _n	=	Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter
R _n	=	Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

The rainfall records applicable to this Contract are those recorded at Weather Station Hartswater. The following values of N_n and R_n shall apply:



Clause	Contract Data
--------	---------------

Month	R _n (mm)	N _n (days)
January	83	7.6
February	83	8.8
March	81	9
April	50	6
May	20	2.7
June	7	1.7
July	3	1.2
August	8	1.4
September	6	1.2
October	27	4
November	43	6.4
December	46	6.4
Total	457	56

5.13.1 The penalty for failing to complete the Works is R2 000 / day

5.13.3 Add the following new Clause.

The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.

5.13.4 Add the following new Clause:

If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:

- fail to execute such portions of the Works, or any parts thereof, utilizing labor-intensive construction methods strictly in accordance with the provisions of the Contract; or
- utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract;
- utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;



Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
	<p>6.1.1 Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
	<p>6.2.1 Add the following to this Clause:</p> <p>The amount of the Surety will be 10 % at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	The application of a Contract Price Adjustment factor will be applied to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of a payment claim up to a maximum of 5% of the total construction value per Works Instruction.
6.11.1.3	Delete this clause in total.



Clause	Contract Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.2.1.3.5	Add the following to this Clause: ... or is find to deliver poor performance in the execution of the scope of work or any part thereof,
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE

Clause	Contract Data
1.	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,15 a=0,15 b=0,25 c=0,50 d=0,10</p>
2.	<p>Replace the definitions of the relevant indices with the following:</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area of Northern Cape as published in the Consumer Price Index Statistical Release PO 141.1 (Table A – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release PO 151.1 (Table 4 – Price Index for selected materials) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release PO 151.1 (Table 6 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel oil – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release PO 142.1 (Table 1 - Production Price Index for final manufactured goods) of Statistics South Africa.</p>



Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is: _____ _____
1.2.1.2	The address of the Contractor is: _____ _____
6.2.1	The security to be provided by the Contractor shall be one of the following: _____

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVENUE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

(To be supplied on the
official letterhead
of "The Bank/Company")

C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical" address:.....

"Employer" means:.....

"Contractor" means:

"Employer's Agent" means:.....

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:.....

Type of Performance Guarantee.....(Insert Variable or Fixed)

"Expiry Date" means.....(Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here



CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.



3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate number of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.



3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

TENDER NO. PL09/RMP/1022

PRICING DATA

INDEX			
Section	Description		Page No
PART C2.1	PRICING INSTRUCTONS		
1.	General.....		C2.1.1
2.	Pay Items		C2.1.1
3.	Quantities		C2.1.2
4.	Rates		C2.1.3
5.	Payments		C2.1.5
PART C2.2	BILL OF QUANTITIES.....		C2.2.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Quantities shall be read with all the documents which form part of this Contract. The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.	Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.			
	:	The product of the quantity and the rate tendered for an item.			
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.			

2. PAY ITEMS

The Schedule of Rates has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for State Road Authorities.

The Schedule of Rates has been drawn up in accordance with the South African Standard System for measuring building work. (6th edition – revised February 1999). The items in the Schedule are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

The short descriptions of the items in the Schedule of Rates are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions



contained in the Project Specification and directives on the drawings, that set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Rates refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to items of payment described in Part B amendments to the standard specification.

The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities are as follows:

mm	=	millimeter	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

3. QUANTITIES

The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar. The quantities finally accepted and certified for payment and not the quantities given in the schedule of rates, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Rates shall not be regarded as authorisation for the Contractor to order material or to execute work.

- 3.1 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Rates and in accordance with the General and Special Conditions of Contract, the Standard Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.



3.2 The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Rates and the quantities finally certified for payment.

4. RATES

4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

4.2 A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered or where a word or phrases such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Rates and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected;
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

4.6 All rates and sums of money quoted in the Schedule of Rates shall be in Rands and whole cents. Fractions of a cent shall be discarded.

4.7 All prices and rates entered in the Schedule of Rates must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Schedule of Rates.



-
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Reasonable compensation will be established where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.
- 4.10 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly with a single line. The correct figures must be entered above or adjacent to the crossed-out entry, and the alteration must be initialed by the Tenderer.
- 4.11 Arithmetical errors found in the Schedule of Rates shall be dealt with as set out in the Tender Data.
- 4.12 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities, and separate additional payments will not be made.
- 4.13 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of quantities are required to be in balance.

A tender will be considered out of balance if:

- 4.14 the combined, extended total tendered for Section 1300: Contractors Establishment on Site and General Obligations (Fixed-, value- and time-related obligations) charges exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and VAT).
- 4.15 the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.
- 4.16 Any such unbalanced tender may be rejected if, after seven (7) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.



2 PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Rates shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out, relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, and any quantity of work in excess of that prescribed shall be excluded.

END OF SECTION



PART C2.2

BILL OF QUANTITIES

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
C12.01	Project liaison				
	(a) Project Liaison Officer(s)	PC Sum	1	13000.00	R 13 000.00
	(b) Project Liaison Committee	PC Sum	1	1500	
	(c) Contractor's charge to allow for handling costs and profit in respect of subitem C12.01(a) and (b)	%			
D 06.03	Training:				
	(a) Engineering (technical) skills	Prov Sum	1	15000.00	R 15 000.00
	(b) Generic Skills	Prov Sum	1	15000.00	R 15 000.00
	(c) Training venue	Prov Sum	1	10000.00	R 10 000.00
	(d) Contractor's handling costs, profit and all other charges in respect of subitems D 06.03(a),(b) and (c):	%	5%	40 000	
	(e) Remuneration of workers undergoing technical skills training	Prov Sum	1	40000.00	R 40 000.00
B12.05	Compliance with the Occupational Health and Safety Act (OHS) and Regulations (including the Construction Regulations, 2014)	Lump Sum	1	50000.00	R 50 000.00
B12.6	Contractor's time related obligations in respect of the occupational health and safety act and construction regulations	Month	2		
F10.01	Management of Local Sub-Contractor only on instruction by Employers Agent/Employer	Lump Sum	1	200000.00	R 200 000.00
	Handling costs and profit in respect of subitem F10.01	%			
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time related obligations				
	(i) Construction Period	month	2		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	TRAFFIC ACCOMMODATION				
B15.01	Accommodating traffic and maintaining temporary deviations	km	0.7		
15.03	Temporary traffic control facilities:				
	(a) Flagmen	man/day	20		
	(b) portable STOP and GO-RY signs	No.	2		rate only
	(c) Temporary traffic-control signals as specified or as shown on the drawings	No.			rate only
	(d) Amber flicker lights	No.	2		rate only
	(e) Road signs, R-and TR series	No.			rate only
	(f) Road signs, TW-series	No.			rate only
	(g) Road signs, STW-, DTG, TGS and TG series	m²			rate only
	(h) Delineators (DTG50J) 500mm				
	(i) Single	No.	60		rate only
	(ii) Double	No.	100		
	(i) Movable barricades/road signs combination	No.	2		
	(m) Two way communication devices	No.	2		
15.06	Watering of temporary deviations	Kl	10		rate only
15.08	Repairs, alterations and/or additions to existing roads used as temporary deviations	Prov. Sum	1		rate only
15.09	Maintenance of the bituminous surfacing and pavement of temporary deviations with surfacing and existing roads with bituminous surfacing used as temporary deviations	Prov. Sum	1		rate only
15.10	Accommodation of traffic where the road is constructed in half widths	km	0.7		
TOTAL CARRIED TO SUMMARY					

SCHEDULE

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.02	Concrete kerbing-channelling combination: (a)Precast kerb and figure 3 channel to SABS 927 with in-situ apron 25/19	m	80		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1km:				
	(c) Gravel base (unstabilized gravel) compacted to:				
	(i) 97% of modified AASHTO density (150mm layer thickness)	m ³	735		
	(g) Gravel shoulders compacted to:				
	(i) 93% of modified AASHTO density (150mm layer thickness)	m ³	140		
B34.14	Pavement layers constructed from gravel obtained from commercial sources:				
	(a) Gravel base (G6 chemically stabilized material) compacted to:				
	(i) 97% of modified AASHTO density (150mm layer thickness)	m ³	140		Rate Only
34/16.02	Overhaul on material hauled in excess of a free-haul distance of 1,0 km (ordinary overhaul)	m ³ -km	4200		Rate Only
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	STABILIZATION				
B35.01	Chemical stabilization extra over unstabilized compacted layers				
B35.19	In-situ recycling				
	(i) Non-cemented material 150mm in thickness with 3% cement				
	(b) C3 Base (150 mm layer thickness)	m ³	735		
B35.02	Chemical stabilizing agent:				
	(g) Other stabilizing agents (CEM II 32,5 N)	t	5.1		
35.03	Mechanical modification (extra over untreated layer):				
	(b) By mixing materials from different sources	m ³	3000		Rate Only
35.04	Provision and application of water for curing	kl	50		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	PRIME COAT				
41.01	Prime coat:				
	(c) QDP Prime	l	3920		
41.02	Aggregate for blinding	m²	200		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	l	200		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 4500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4500	DOUBLE SEALS				
45.01	Double seal using:				
	(a) 20 mm and 10 mm aggregate (Class 1 using S-E1 modified binder)	m ²	4900		
	(b) 20 mm and 10 mm aggregate (Class 1 using 70/100 pen bitumen)	m ²	4900		Rate Only
45.02	Bituminous binder variations:				
	(b) 70/100 pen bitumen	l	5200		Rate Only
	(i) Homogenous modified binder (S-E1) hot applied	l	5200		
	(k) Precoating fluid	l	400		
45.03	Aggregate variation:				
	(a) 20 mm aggregate	m ³	10		
	(b) 10 mm aggregate	m ³	10		
B45.04	Application of fog spray consisting of:				
	(a) 30% spray-grade emulsion (cationic)	l	3920		
45.05	Precoating aggregate with precoating fluid @ 12L/m3				
	(a) 20mm aggregate	m ³	75		
	(c) 10mm aggregate	m ³	40		
45.07	Extra over item 45.01 for work in areas inaccessible to mechanical equipment	m ²	240		Rate Only
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	ROAD SIGNS				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(c) Pre-painted galvanized steel profiles (chromadek or approved equivalent):				
	(i) Area not exceeding 2m ²	m ²	12		
56.03	Road sign supports (overhead roadsign structures excluded):				
	(a) Steel tubing (wall thickness 3mm)				
	(i) 75mm diameter	t	0.9		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	3		
56.06	Extra over item 56.05 for cement treated soil backfill	m ³	3		
B56.10	Danger Plates at culverts/structures				
	(a) Type A at stormwater culverts (150mm x 600mm)	No	1		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.01	Road-marking paint				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	0.7		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	0.7		Rate Only
	(d) White lettering and symbols	m ²	12		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	21		
57.04	Variations in rate of application:				
	(a) White paint	l	15		
	(b) Yellow paint	l	15		
57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	0.7		
B57.07	Re-establishing the painting unit at end of the maintenance period	Lump sum	1		
TOTAL CARRIED TO SUMMARY					

BILL OF QUANTITIES: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700

SCHEDULE

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING THE OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway	km	0.700		
B59.02	Treatment of old roads and temporary deviations	km	0.700		Rate Only
TOTAL CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the Engineer	Prov Sum	1	125000.0	
TOTAL CARRIED TO SUMMARY					

SCHEDULE A: UPGRADING OF MANGOPE ROAD PAMPIERSTAD km 0,000 - km 0-700		TOTALS
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	TRAFFIC ACCOMMODATION	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
4100	PRIME COAT	
4500	DOUBLE SEALS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING THE OLD ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	

CALACULATION OF THE TENDER SUM

TOTAL SCHEDULE A: ROAD CONSTRUCTION
--

TOTAL SCHEDULE A X 10% CONTINGENCIES:
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SUB TOTAL

CPA RISE & FALL (2%)

SUB TOTAL

ADD: 15% VAT

TOTAL TENDER SUM



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD SCOPE OF WORKS

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END OF SECTION



Phokwane Local Municipality

CONTRACT: **PL09/RMP/1022**

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SCOPE OF WORKS

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the resealing and rehabilitation of a surface Road in Pampierstad road and the execution of associated civil engineering works. Prospective tenderers must take note of the fact that the contract will be executed on the Re-Measurable contract.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises of resealing and / or rehabilitation Mangope Ave roads as identified by the Employer. Details of the Works are included in Clause C3.1.3 hereof. The works will be executed by means of “labour intensive” construction methods. “Mechanical” methods will only apply to sections / processes of the works where the use of labour is not possible or not safe and accordingly agreed to by the Employer.

The works to be executed under this contract consists of the following:

- (i) The total length of the road± 720 meters long. The proposed construction of the road includes the following scope of work but not limited:
- (ii) Deep in-situ recycling of existing pavement layers
- (iii) Milling and removal of existing bituminous surfacing layers
- (iv) Stabilization of material of the base layer
- (v) Placing of new bituminous (double seal) surfacing layer
- (vi) Repairing shoulder break and placement of selected material
- (vii) Application of road markings
- (viii) Construction of appurtenant storm water management structures.

C3.1.3 EXTEND OF THE WORKS

The work required to be done consists of, but is not limited to the following:

- (i) Establishment of the Contractor's camp where work is to be carried out.
- (ii) Setting out of the works (where necessary) as per works instruction.
- (iii) Asphalt reclaims and base repair.

Resealing will be done on existing surfaced road within, Pampierstad the Phokwane municipal area.



The nature of the resealing will consist mainly of the following:

- * Rehabilitation - ,
 - * Maintenance - &
 - * Preventative actions.
 - * Structural failures
 - * Mechanical damages to the road surface
- (iv) Rehabilitation of existing dirt/gravel roads will consist mainly of the following:
- * Repair of damaged pavement layers
 - * Re-graveling of shoulderbreaks
- (v) Accommodation of traffic to be done in accordance with the South African Road Signs manual
- (vi) Locating and safe keeping of existing services.

C3.1.4 LOCATION OF THE WORKS

Works under this project are to be executed in the Northern Cape Province, within the Phokwane Local Municipality's area of jurisdiction. The total length of the road is ± 720 meters long. Refer to Table 1 below on the GPS coordinates for the start and end locations of the Mangope Ave. The **Mangope Ave** intersects with Kolong Street that links the community of Pampierstad and N18 between Jan Kempdorp and Hartswater



END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SCOPE OF WORKS

SECTION C3.2: ENGINEERING

C3.2.1 EMPLOYERS DESIGN

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated by information provided by the Employer. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

C3.2.2 DRAWINGS

Specification as included in this document.

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SCOPE OF WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications	C3.4.1.1
Section C3.4.2	Project Specifications	C3.4.2.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SECTION C3.4: CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are The COLTO Standard Specifications for Road and Bridge Works 1998, issued by the Committee of Land Transport Officials which the tenderer must procure. This publication is available and tenderers must obtain copies at their own cost.

The standard specification is obtainable from: SAICE

Postnet Suite 81

Private Bag X65

Halfway House

1685

Tel: (011) 805 5947/8

e-mail: civilinfo@saice.org.za



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

CONSTRUCTION

INDEX

Section	Description	Page No
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PS 4:	INSPECTIONS	C3.4.2.4
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PS 14	USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR.....	C3.4.2.10



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SECTION C3.4: CONSTRUCTION

C3.4.2 PROJECT SPECIFICATIONS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met. Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.



PART A: THE WORKS

PS 1: SITE FACILITIES AVAILABLE

PS 1.1 Services

No power or water is available on site. Arrangements for the supply thereof must be made with the Municipality. The Contractor must arrange for the obtaining, transporting and distribution of water and electricity required for construction and other purposes.

Only water and power sources approved by the Employer's Agent may be used. No direct payment will be made for the obtaining, transporting and distribution of water and electricity and will be assumed that these costs have been included in the Contractors item prices where such are to be used.

PS 1.2 Contractor's Camp

The Contractor will be responsible to secure his own suitable site for establishment in the vicinity of the works. The Contractor should liaise with all the relevant departments of the Employer in this regard for approval of the camp site and stock pile areas.

Suitable storage sites for seal stone and slurry aggregate within the Municipal Area shall be agreed with the City Engineer. Generally, the area will be allocated to a site as close as possible to the Works. The tendered tariffs will not in any way be affected by the distance between the stockpile and the work site. Prospective Tenderers can ascertain the locations of possible storage sites before the close of the tender. This is considered an act of goodwill and if not available the Contractor will make his own provisions in this regard.

The Contractor will undertake to effect adequate environmental control. The criteria for this will be laid down by the Medical Health Officer of the authority and shall be strictly adhered to by the Contractor. It will be the responsibility of the Contractor to ascertain the requirements in question. No additional payment shall be made in this regard.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services required for the execution of the Works. No direct payment will be made for the provision of services for construction and other purposes and the cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer.



PS 2 : SITE FACILITIES REQUIRED

PS 2.1 Sanitary Facilities

The Contractor is to make his own arrangements for sanitary facilities at his own cost.

Alternatively, the Contractor shall provide portable chemical latrines. All latrines must, for the duration of the contract, be kept in a clean and hygienic condition to the satisfaction of the Employer's Agent. Sufficient facilities on site shall be provided for the contractor's employees in compliance with the regulations of the local health department and in terms of the Construction Regulations 2014.

PS 2.2 Employer's Agent's Office

A facility for the Employer's Agent will be made available on site for the duration of the project at the site offices of the contractor. The facility should be able to host a maximum of 20 persons for the monthly site meetings.

PS 2.3 Solid Waste Disposals

The Contractor will make arrangements for the removal of waste at regular intervals to an approved waste disposal site.

PS 2.4 Waste Water Control

Wastewater may not be disposed of directly into the ground or watercourses. Liquid that is removed from the site must be disposed of into the municipal sewerage reticulation.

All runoff from fuel depots, workshops and truck washing areas and wash water from concreting vehicles and other equipment shall be collected and directed to a settling dam, HDPE lined, 10m x 4m x 1m deep. Lining to be HI-DRILINE 400 (400 microns) with joints sealed using the HYPERFLEX jointing system. The overflow pipe is to be connected to a temporary 160mm diameter uPVC pipe with discharge to a suitable water course.

PS 2.5 Contract Sign Boards

Two contract sign boards will be supplied and installed by the contractor.

PS 2.6 Site Diary

The Contractor shall supply, at his own expense, an A4 size triplicate book which shall be kept by him. Each day's activities shall be filled in by the Contractor Day by day and the book handed to the Employer's Agent for signature once a week. It shall be available to the Employer's Agent at all times. The work progress and record of plant and labour shall be entered on a daily basis. The original shall be kept by the Contractor, the first copy is to be forwarded to the office of the Employer's Agent and the second copy shall remain in the book.



Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book, it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

PS 2.7 Site Instruction Book

The Contractor shall supply, at his own expense an A4 size triplicate book which shall be kept in the site office. All correspondence between the Employer's Agent's and Contractor's site staff shall be entered into this book, and each entry signed and dated by both parties. It shall be available from the first day of the contract and at all times be accessible to the Employer's Agent.

The original shall be issued to the Contractor, the first copy is to be forwarded to the office of the Employer's Agent and the second copy shall remain in the book. Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

PS 2.8 Dust Control

The Contractor shall apply water using a water tanker at regular intervals to access and construction roads where dust is causing a nuisance. The application rate should be sufficient to keep the routes dust free during the movement of construction equipment.

PS 2.9 Deliveries and Removal of Material

The Contractor shall ensure that all material delivery and removal vehicles carrying loose material are suitably covered to prevent loss of material. In the case of Sub-contractors supplying or removing materials, the Contractor shall ensure that rated tendered include for suitable covers.

PS 3: FEATURES REQUIRING SPECIAL ATTENTION

PS 3.1 Existing Services

Due to the type of rehabilitation certain infrastructure requirements must be reinstated during construction, e.g. loops at traffic signals.

The contractor shall liaise with the person of which the contract details are provided hereunder. These works will be reinstated immediately upon completion of the rehabilitation actions

The Contractor shall take all reasonable steps to protect any existing works against damage which may arise as a result of his operations on site.



The Contractor shall make himself acquainted with all existing works. Before any excavation is commenced the Contractor shall submit to the owners of such works, plans showing the extent of the proposed excavations together with a project giving approximate dates on which excavations will be commenced, and shall where possible, obtain from the owners' plans showing the position of all existing works.

The Contractor shall be responsible for the proper consolidation of the ground under and around any exposed mains, cables, valves, stopcock boxes and the like. The uncovering of boxes and covers that may become buried during the excavation or refilling operations will be at the expense of the Contractor.

The Contractor shall be held responsible for damage to any existing works and any damage caused, including any claims which may arise as a result there from, shall be borne by the Contractor, unless it is established by the Employer's Agent that the Contractor exercised reasonable care and damage was unavoidable and that the notices were served timorously.

PS 3.4 Bench-Marks and Setting Out

No Bench Marks are provided. Local referencing beacons will have to be established by the contractor when required.

PS 3.5 Publications and Advertising

The Contractor shall not publish, or cause to be published, any papers, articles or information relating to this project, nor permit any advertising mentioning the subject of this Contract, nor display, or permit to be displayed, any advertisements on the Site, or elsewhere, in connection with this Contract, without the prior permission, in writing, of the Employer. The Contractor shall be responsible for the observance of this Clause by his employees and by his Sub-Contractors.

PS 4: INSPECTIONS

Apart from the specific notice called for in the Contract Documents, the Contractor shall give the Employer's Agent 24 hours notice of any work requiring inspection by him. Works inspected and rejected by the Employer's Agent will be re-inspected by the Employer's Agent for compliance with the specifications. The rejection of work inspected by the Employer's Agent will in no way release the Contractor from his contractual obligations under this Contract.

PS 5: SITE MAINTENANCE

During the progress of the work and upon its completion, the Site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstruction.

PS 6: DRAWINGS (IF REQUIRED)



PS 7: SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in approved areas identified by the Contractor and approved by the Employer.

Excavated material must be removed daily and disposed of. If this requirement is not fulfilled the Employer's Agent or his representative reserves the right to stop the execution of the work until such time as such material has been removed.

PS 8: FREE-HAUL DISTANCE

It is the explicit requirement that all Clauses stating "haul over a free-haul distance of 1,0 km" be changed to "including unlimited free-haul distance." No extra payment will be made for any haul distances. The Contractor is advised to familiarise him / her with conditions and to make provision for unlimited haul distance for all spoil, fill or imported etc. material.

PS 9: PAYMENT

The Contractor shall make application for each payment on the date determined by the Employer of each month supporting his claim by a statement and calculations.

This statement shall consist of one original plus two copies. It shall be in the same form as the Schedule of Quantities with three additional columns to indicate the quantities of work completed the previous certificate, the work currently measured and the quantities of work completed to date, with the applicable rates typed in. A master shall be submitted to the Employer's Agent for approval prior to submission of the first certificate. Provide that any sum due to the Employer may be deducted from any monies held by the Employer and due to the Contractor, payment of the Employer's Agents payment certificates shall be affected within 31 (thirty-one) days of the date of receipt by the Employer.



PS 10: HEALTH AND SAFETY

PS 10.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

PS 10.2 Health and Safety Specifications and Plans

Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in the tender documents in Section C3.5.

Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

a proper risk assessment of the works, risk items, work methods and procedures in terms of

Regulations 7 to 28;

pro-active identification of potential hazards and unsafe working conditions;

provision of a safe working environment and equipment;

statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);

monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and

details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.



The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS 10.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor in the schedules shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PS 11: REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS 11.1 General

The Contractor shall accommodate any pedestrian traffic on the walkways and road past the site, as well as vehicular traffic in the roads.

The existing streets which are currently in use and those that will be affected by the work (construction), shall be constructed in such a manner that all traffic can be safely accommodated along the routes at all times and the Contractor shall keep the Traffic Department of the authorities fully informed with regard to any temporary changes required in a normal traffic flow, and shall obtain their approval for these changes. The Contractor's tendered rates for the relevant items in the Schedule of Rates shall include full compensation for all the possible cost which may arise from this.

The Contractor shall nominate a member of his staff as Traffic Safety Officer with specific responsibilities as specified in Clause B1502 of the Project Specifications.

The accommodation of traffic during construction shall be the responsibility of the Contractor. The travelling public has the right of way on public roads and the Contractor must implement suitable approved methods to control the movement of his equipment and vehicles so that they do not endanger the travelling public. All possible precautions must therefore be taken by the Contractor to ensure that all warning signs, channelling devices, barricades and flagmen are in a good condition and implemented effectively. It is a condition of this contract that traffic is accommodated in conjunction with the provisions of the South African Road Traffic Signs Manual, Volume 2, Chapter 13 which is available from



the Director General of Transport, Chief Directorate: National Roads, PO Box 415, Pretoria, 0001.

It is a definite requirement that speed restriction signs, R14A; 40km/h must be used at all deviations.

The Contractor may not start with construction activities before adequate provision, in accordance with this document and the South African Road Traffic Signs Manual, Volume 2, Chapter 13 has been made for the accommodation of traffic.

The Employer's Agent has the right to stop the works should the Contractor fail to erect and maintain traffic signs and warning signs, until the Employer's Agent is satisfied that the necessary items have been erected and that the defective items have been repaired or replaced.

The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

PS 12: MANAGEMENT OF THE ENVIRONMENT

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Employer's Agent and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct, in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of a fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.



Environmental Management Plan

In the event that the Contractor fails to protect the Environmental Management Specifications, included in the Contract Documents, the following penalties will be imposed per incident:

Unauthorized damage or removal of trees	R4 000-00
Failure to keep soil types separate during excavation and backfilling	R1 500-00
Failure to provide adequate portable chemical toilets	R2 000-00
Failure to comply with solid waste disposal requirements	R1 500-00
Failure to clean up litter at the end of each working day	R2 000-00
Failure to comply with dust prevention requirements	R1 000-00
Failure to Contactor and / or materials supplier to cover vehicles	R1 000-00
Failure to comply with noise, light or air pollution requirements	R1 000-00
Spillage of hazardous substances	R1 000-00

The Employer's Agent will notify the Contractor of a breach of specification and supply a time period within which remedial action will need to be carried out. Should the time period elapse, then the penalty will be imposed and the sum deducted from the following month's certificate.

No natural vegetation; trees or crops may be damaged by, the Contractor without the written approval of the Employer's Agent. The contractor must keep the Site neat and free of refuse, etc. to prevent possible damage to crops or live stock.

The Contractor's construction activities shall be performed by methods that will prevent the entrance of, or accidental spillage of solid matter, debris, contaminants and other pollutants and wastes into streams and water-courses. Any dewatering for earthworks or structure foundations adjacent to or encroaching on streams or water-courses shall be conducted in a manner to prevent muddy or contaminated water from entering streams or water-courses by means of the construction of intercepting and bypassing ditches, barriers, ponds and other approved means.

Construction activities shall be performed in a manner to keep dust nuisance to a minimum by means of the application of sufficient water or other efficient measures wherever and as often as may prove necessary.

The cost for complying with the requirements regarding protection of the environment specified above shall be included in the rates tendered in the Schedule of Quantities for the various items of work and not additional payment will be made in this regard. The Employer's Agent will be entitled to retain an amount of money, should a dispute between property owners and the Contractor arise. The balance of this money will be released as soon as the dispute is resolved. Should any of the above-mentioned items not be 'complied with, the Employer's Agent reserves the right to appoint another Contractor to rectify these matters. Costs for this work will be deducted from the payment of the Contractor for this Contract.

In order to reduce and control the release of airborne pollutants, the Contractor shall ensure that:



No fires are lit on site to dispose of waste or for cooking.
All loose materials that could be blown about or into neighbouring properties by wind is secured.
The spraying of formwork oils, paints and other toxic substances is limited to the application area.

The Contractor will be required to submit a Construction Method Statement at the Site handover.
Activities having an effect on the environment must be addressed in this Construction Method Statement. A list of possible activities is included below.

Possible activities having an effect on the environment:

Collection, storage and disposal of solid waste. Protection of indigenous plant species.
Protection of natural water sources from liquid and solid wastes. Control of noise and dust.

PS 13: USE OF DEFECTIVE WORKS

Should any of the works be found to be not in accordance with the contract, the Employer shall have the right to use such defective works until the Contractor shall have rectified the defect or replaced the defective works with works complying with the Contract, without prejudice to any of the Employer's right under the Contract and without incurring any obligation in respect of the use of the defective works.

PS 14 USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR

The conditions being that as much local labour are used where possible. Special Conditions of Contract which indicate the minimum requirements in terms of employment targets and reporting must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms.

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting will be to maximize the use of local sub-contractors and/or local labour for any task on the project for which local expertise might be available.

To achieve this the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list detailing the requirement for possible sub-contractors and/or local labour that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the above paragraph, the Labour Desk will submit the names and details of sub-contractors from the local community complying with the contractor's requirements.



The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local sub- contractors and local labour in order to interview candidates and to negotiate suitable rates. Each meeting must be recorded and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local sub- contractors and local labour.

No additional payment will be made for this exercise and deemed included in his rates. The contractor must further allow in his construction project a specific item for this exercise since no construction work will commence prior to completing these. This task may however run concurrent with the time allowed for general site establishment. In programming this task, the contractor must take cognizance of local customs and the speed at which communication in these rural communities takes place. A minimum period of two weeks is recommended for this task, but the contractor must make his own estimate in this regard.

No payment under the above item will be certified by the Employer's Agent unless the minutes of each meeting mentioned above, together with attendance registers, are submitted to the Employer's Agent.

The Employer's Agent or facilitator or duly authorized representative from either the Employer's Agent or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, wage negotiations or sub-contract price negotiations whatsoever.



PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS & ADDITIONAL SPECIFICATIONS

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular contract.

The clauses and payment items in this part of the Project Specifications are preceded by a "B", followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. New clauses and payment items not covered by clauses or payment items in the Standard Specifications and included here are also designated "B", followed by a number. These numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

Standard Specifications for Road and Bridgework for State Road authorities (1998 edition) is applicable for this contract and can be obtained from SAICE at P.O. Box 93495, YEOVILLE. Telephone number 011 - 487 3813, or fax number 011 - 487 3817. SAICE e-mail: saice@cis.co.za.

General Conditions of Contract for Road and Bridgework for State Road authorities (1998 edition) will be applicable for this contract and can be obtained from SAICE from above- mentioned address



COLTO SERIES 1000: GENERAL

SECTION B1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

REPLACE CLAUSE 1115 WITH THE FOLLOWING:

“The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, Third Edition, 2015 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table B1115. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

TABLE B1115

COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3 rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference amended to
1115	1100-2		Definition of GCC		Definition GCC 2015
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2015
1206	1200-3	14	Setting out of works		Clause amended in 1206 of Specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2015
1209(e)	1200-5	52	Valuation of material brought onto site	6.10.2	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of Practical Completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall	5.12	Extension of time for completion due to abnormal rainfall
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2015
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Price adjustment Item 13.01 (b)
1303 (iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.3	Payment Item 13.01 (c)
1303	1300-2	45	Payment Item 13.01 (c)	5.12	Payment Item 13.01 (c)
1403(c) (ii)	1400-4	40 (1)	Variation for rented accommodation	6.4.1	Variation for rented accommodation



COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3 rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference amended to
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b) (iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3 / 6.7	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
5803 (c)	5800-3	40	Variation, for landscaping	6.3	Variation, for landscaping
5805 (d)	5800-4	40	Variation, for grassing	6.3	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Payment for Extra Work
8103 (c)	8100-1	40	Variation, for testing material	6.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums	6.6	General reference to GCC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

B1155 WORK IN RESTRICTED AREAS

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"No additional or extra over payment will be made for work in restricted areas except for work near structures as defined in section 6100."

ADD THE FOLLOWING CLAUSES:

B1156 COMMERCIAL SOURCE

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources."

B1159 LABOUR-OPTIMISING CONSTRUCTION

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce the standard of construction required by the specifications. Therefore, the economic substitution of plant and mechanical equipment with available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.



B1164 PROCESS CONTROL

Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer. The contractor is responsible for process control testing. The cost of testing for process control is deemed included in the rates tendered for each item. The minimum frequency of testing for process control should comply with Section 8300 of the standard specifications: Quality Control."

B1165 ACCEPTANCE CONTROL

Acceptance control means whatever testing the engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the contractor. Such testing will be carried out at the cost of the employer.

Both the process and acceptance control testing by the engineer shall be carried out by an accredited laboratory.

B1167 FREE HAUL DISTANCE

The free-haul distance in regard to any material which is moved shall be to the closest municipal landfill site or borrow pit. In general, this is within 5 km from site.

B1168 CLASSES OF EXCAVATION

No distinction will be made between soft and intermediate excavation.

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING:

"A number of existing services occur within the extent of the works that will affect the contractor's programme of work. It is therefore of the utmost importance for the contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

Before work commences, the contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the works."

B1204 PROGRAMME OF WORK

a) General requirements

Add the following as a continuation of the first paragraph:

"A Gantt chart programme shall be provided, showing the various activities in such detail as the



Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender. This preliminary programme must clearly indicate the duration of the following activities after written notification from the engineer has been received:

- i) Site establishment
- ii) All non-construction activities (contractual items that need to be addressed prior to the commencement of the actual works)
- iii) Submission of works programme
- iv) Start of construction

In drawing up the works programme the contractor shall make allowance for the following:

- i) All special non-working days defined in Contract Data.
- ii) The expected delays: Extension of time resulting from inclement weather.
- iii) The following restricted working conditions:
 - Limitations in terms of weather conditions especially cold or hot conditions that may make seal work impossible.

The contractor shall clearly indicate the following:

- i) A work breakdown structure that identifies all major activities
- ii) Scheduled start and end dates for each activity
- iii) Proposed production rates
- iv) Linkages between activities that clearly identify sequence, floats and dependencies
- v) The critical path activities
- vi) Intended working hours and resource allocations (plant and labour)
- vii) Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

ADD THE FOLLOWING NEW SUB CLAUSE:

(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor, at the cost of the contractor, a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."



B1205 WORKMANSHIP AND QUALITY CONTROL

ADD THE FOLLOWING AFTER THE TITLE:

“The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor’s staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan”.

DELETE THE SECOND, THIRD, FOURTH AND FIFTH PARAGRAPHS AND REPLACE WITH THE FOLLOWING:

“The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.”

Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

ADD THE FOLLOWING AT THE END OF THIS CLAUSE:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

“The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). Where small quantities of work are involved, a lot shall mean a full day’s production for a specific item of work subject to acceptance control testing”.

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

ADD THE FOLLOWING:

“The Roads and other access/service roads have not been set out. The horizontal alignments shown on the drawings reflect the centre line of the new roads. The contractor shall appoint an experienced and reputable land surveyor to stake the road at 20 m intervals using these alignments and shall take cross-sections of the road formation and adjacent area at 10 m intervals in mountainous areas and 20 m intervals in other areas to a distance of at least 10 m wider than the new road toe-lines. The cross-sections shall clearly define shoulder break lines, drains and batter slopes of existing cuts and fills. The cross-sections of a particular section of the road to be constructed shall be submitted to the



engineer for his approval at least 7 days before the time envisaged by the contractor when such a section of road will be constructed. These cross-sections shall then be used for the calculation of quantities.

The reference beacons shown on the drawings shall be used for the purpose of staking and taking cross-sections. The appointed land surveyor shall in addition also construct sufficient reference markers corresponding to the staked line to ensure that accurate measurements can be made.

No additional or extra over payment will be made for staking the road centre line or for taking cross-sections and full compensation therefore shall be deemed to be included in the rates tendered and paid for the various items of work included in this contract."

B1207: NOTICES, SIGNS AND ADVERTISEMENTS

DELETE THE THIRD PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the disestablishment of the contractor's camp.

B1209 PAYMENT

(b) Rates to be inclusive

"VAT shall be excluded from the rates."

(c) The meanings of certain phrases in payment clauses

i) Procuring and furnishing... (material)

ADD THE FOLLOWING:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled".

(e) Materials on the site

ADD THE FOLLOWING:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on site" in respect of any construction materials if stored off-site providing that:

(i) The site selected for this purpose is approved by the engineer

(ii) Such land is physically separated from any production plant or operation

(iii) Only materials for use under this contract is stockpiled on such land

(iv) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land

(v) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on



site.”

ADD THE FOLLOWING SUBCLAUSES:

(g) Payment certificates

With reference to the Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the contractor at his own expense in the form prescribed by the engineer. The cost of duplicating and delivering copies of the certificate to the contractor, the engineer and the employer shall be borne by the contractor. The engineer and the employer require a total of three sets of A4-sized paper copies.

(h) Trade names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials.

(i) Work in confined areas

Except where provided for in the specifications AND the bill of quantities, no extra payment shall be made nor shall any claim for additional payment be considered for construction in restricted or confined areas. The omission of standard pay items from the bill of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the tendered rates.”

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

ADD THE FOLLOWING PARAGRAPH:

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

“In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iv) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor.”
- (v) Any information in the contractor's possession, which is required by the engineer and has been requested in writing or specified, has been supplied.”



B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

ADD THE FOLLOWING TO THE LAST PARAGRAPH OF SUBCLAUSE (d):

"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

Under subclause (e) replace the opening paragraph with:

"Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

ADD THE FOLLOWING SUB SUBCLAUSE:

(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

(vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adherence to the terms of the agreements."

(viii) Adherence to the principles of the environmental management plan and legal obligations".

B1224 THE HANDING-OVER OF THE ROAD RESERVE

ADD THE FOLLOWING PARAGRAPHS:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of Section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.

In addition to the specified repairs, the contractor shall also carry out any maintenance work within the road reserve that the engineer may require. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period.

Any such work shall be as ordered by the engineer and shall be carried out as daywork."



B1228 LEGAL PROVISIONS

ADD THE FOLLOWING PARAGRAPHS:

"The contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in the project specifications schedule of quantities and drawings, as well as in the employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the contract document.

The contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the employer.

The contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above-mentioned plan or regulations.

A payment item is included in the schedule of quantities to cover the contractor's cost for compliance with the OHS Act and the above-mentioned regulations."

B1229 SABS CEMENT SPECIFICATIONS

ADD THE FOLLOWING TO THIS SUBCLAUSE:

"Where reference is made in this Specification or the Standard Specifications to the cement specifications, eg SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement compositions, specifications and conformity criteria

Part 1: Common cements.

On this contract CEM II A-L, class 32.5 cement shall be used."

ADD THE FOLLOWING CLAUSES:

B1230 MATERIALS

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.



Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorized by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

B1231 REPORTING OF ACCIDENTS

The contractor shall report every accident which occurs on the road, within the extent of the works, to the engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such records available to the engineer on demand.

B1232 LABOUR-OPTIMISING CONSTRUCTION METHODS

(a) General

The following provisions shall apply in respect of those portions of the works that are specified in Part C3.3 to be executed using labour-optimising construction methods.

(b) Restrictions on the use of electrical and mechanical plant and equipment

Except to the extent specified in Part C3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.3 that are to be constructed by labour-optimising construction methods; provided always that the engineer may at his sole discretion and at any time, or upon receipt of a fully motivated written application from the contractor, instruct or authorise the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the



execution of such portions of the works otherwise required, in terms of Part C3.3, to be constructed using labour-optimising construction methods only.

(c) Classification of excavations

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

(i) Excavations which are:

- not specified in Part C3.3 as required to be executed using labour-optimising construction methods; and
- specified in Part C3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the project specifications, either with the prior authorisation of the engineer or in breach of the provisions of the specifications,

shall be classified in accordance with the provisions of the standard specifications.

(ii) Excavations which are specified in Part C3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1231/10.

TABLE B1231/10: CLASSIFICATION OF EXCAVATION

Classification	Number of blows required for a DCP penetration of 100 mm	
	Granular soil	Cohesive soil
Soft	≤ 30	≤ 10
Hard	> 30	> 10

(iii) Where only excavation in soft material is required in terms of Part C3.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of subsubclause (ii) above, and the excavation beyond the cut-off point shall be in terms of subsubclause (i) above.

(iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the engineer, or in accordance with a concession granted by the engineer or through default of the contractor, shall be made in terms of subsubclause (i) above.

B1234 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Kagisano Molopo Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works. They will be paid R 500-00 per sitting unless otherwise ordered by the Engineer. The number of sittings are limited to one sitting per month.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various



wards.

B1235 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a community liaison officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the community liaison officer

The community liaison officer's duties will be:

- (i) To be available on site daily between the hours of 08:00 and 12:00 and at other times as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in this document.

(b) Payment for the community liaison officer

A special pay item is incorporated in Section 1200 of the schedule of quantities duly relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the employer in terms of the Sectorial Determination 2: Civil Engineering Sector (Task Grade 3).



(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

B1236 SUBCONTRACTORS

Over and above the stipulations of the Conditions of Contract, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of the Conditions of Contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1237 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the contractor to be deemed as included in his General Obligations rates in Section 1300 of the schedule of quantities.

B1238 RELOCATION OF EXISTING SERVICES

This section covers the relocation of existing services that may clash or may be in the way of the new services. This also covers the protection of existing services that could be damaged as a result of the works carried out under this contract.

B1239 CONTRACT NAMEBOARD

The Contractor shall provide one (1) project name board that will withstand the environment. The name board will be according to the Municipal standard and will be placed after consultation with the Employer.

The name board shall be removed at the end of the contract period.

B1240 PAYMENT

ADD THE FOLLOWING PAYMENT ITEMS:

Item	Unit
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B12.02	Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:
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-
- (a) Project Liaison Officer Prime Cost (PC) Sum
- (b) Project Liaison Committee Prime Cost (PC) Sum
- (c) Contractor's handling costs, profit and all other charges in respect of subitems B12.02(a) and (b):
- (i) Project Liaison Officer percentage (%)
- (ii) Project Liaison Committee percentage (%)

Payment under subitems B12.02(a) and (b) shall be the amounts actually paid to the Project Liaison Officer and members of the Project Liaison Committee as agreed upon by the employer, the engineer, the Project Liaison Officer and the members of the Project Liaison Committee. Payment shall be made in accordance with the provisions of the Conditions of Contract.

The percentages tendered for subitem B12.02(c) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.02(a) and (b) and shall include full compensation in respect of the contractor's handling costs, profit and all other charges with regard to the appointment and remuneration of the Project Liaison Officer and the establishment and remuneration of the Project Liaison Committee.

Item

Unit

- B12.05 Compliance with OHS Act and Regulations
(including the Construction Regulations 2014) lump sum

The tendered sum shall include full compensation to the contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in B1228 of Part B of the project specifications. The successful tenderer shall provide the engineer with a complete breakdown of this tendered sum.

This sum will be paid to the contractor in equal monthly amounts subject to proper/ substantial compliance.

Item

Unit

- B12.06 Protection, removal realignment and replacement
of services:

- (a) Utility services:

- (i) Protection, removal, realignment and replacement Provisional (Prov) Sum
- (ii) Handling costs and profit in respect of subitem B12.06(a)(i) above Percentage (%)

The provisional sum for utility services shall be expended in accordance with the Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under item B12.06(a)(i), which shall be paid to the contractor as full compensation for handling costs and profit in connection with dealing with all utility services.



Item	Unit
B12.07	Name board Prime Cost (PC)
Sum	

The tendered sum shall include full compensation to the contractor for the name board and to maintain the name board for the construction period.

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

ADD THE FOLLOWING:

"Before the establishment of the contractor's camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700."

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and it shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

(c) Legal and contractual requirements and responsibility to the public

ADD THE FOLLOWING PARAGRAPH:

"There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

Part C1.5 contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. The cost of health and safety measures during the construction process must be included under item 13.01."

The responsibility is on the contractor to make sure that he complies with all the legal requirements and the municipal by-laws pertaining to construction works or otherwise.

"The contractor shall comply with all statutory and contractual requirements of the Environmental Management Programme."

B1303 PAYMENT

Item

B13.01 The contractor's general obligations



ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:

"The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the tender sum."

DELETE THE SEVENTEENTH PARAGRAPH COMMENCING WITH "The tendered rate per month for subitem B13.01(c) ..." AND REPLACE WITH:

"The tendered rate per month for subitem B13.01(c) represents full compensation for that part of the contractor's general obligations which is mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the commencement date until the end of the period for completion of the works, plus any extension thereof, provided that:"

ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:

"The amount payable to the contractor for time-related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the Conditions of Contract, shall be calculated by taking account of only payment items for which the unit of measurement is 'month'. All pay items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 23 working days per month."

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

ADD THE FOLLOWING:

"This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

(a) Safety

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(b) Providing temporary deviations

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall keep the provincial traffic police, the municipal traffic department and the engineer fully informed of changes in the normal traffic flow and obtain their approval for these changes."

(e) Access to properties

ADD THE FOLLOWING:



"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

(i) Traffic safety officer

ADD THE FOLLOWING AFTER SUBCLAUSE (viii):

(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the works

(x) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5 m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the contractor's cost for his establishment and general obligations (Section 1300)."

ADD THE FOLLOWING NEW SUB-CLAUSES:

(j) Public traffic

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the residents and public on the streets on which he works.

General layouts and details for the accommodation of traffic is provided in the South African Road Traffic Signs Manual (SARTSM), Chapter 13, 1994, Roadworks Signing, which shall be used on this contract.

(k) Liaison with Local Traffic Department

The contractor shall obtain permission and approval of his traffic management plan from the municipality in writing prior to any work is started on any section of the work.

(l) Non-compliance with the conditions for the accommodation of traffic

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with."

No additional payment shall be made for costs as a result of sub clauses j, k and l. All costs related thereto are to be covered under the items scheduled under section 1500 in the Schedule of quantities.



B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).

All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements set out in the National Road Traffic Act, 1996 (Act No 93 of 1996), the National Road Traffic Regulations, 2000 of the relevant authorities and on the drawings or as instructed by the engineer.

The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road traffic signs, barricades, traffic-control facilities, channelization devices and warning devices."

(b) Road signs and barricades

ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted ballasting of the sign supports shall be by using durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Part 13 of Volume 2 of the South African Road Traffic Signs Manual.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the engineer is obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply to the requirements, the work on that section will be suspended without any compensation to the contractor.

If required, permanent road signs shall be covered using a hessian bag pulled over the sign in the form of a hood and fastened to the sign posts. The use of plastic bags or other materials fastened with adhesive tape shall not be permitted. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and B15.10."

(c) Channelization devices and barricades

ADD THE FOLLOWING PARAGRAPHS:



"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- (i) They shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorised, with Class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) The delineators shall be subject to the approval of the engineer.
- (v) The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the engineer.
- (vi) Traffic cones made of a fluorescent red-orange or red plastic material, shall be used only at short-term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(d) Barriers

ADD THE FOLLOWING:

"Guardrails mounted on steel drums shall not be used as barriers."

(e) Warning devices

ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

"The flashing lights shall have a minimum intensity of 55 W."

ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:

"The warning boards shall be at least 1,5 m above ground level."

ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens with a minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.



All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling on or parked alongside roads open to public traffic.

Rotating lights and the 'construction vehicle' signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall supply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements, shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness.”

ADD THE FOLLOWING SUBCLAUSES:

(g) Safety jackets

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

The engineer, his personnel and visitors shall wear safety jackets at all times when they move about the site. The contractor shall provide the engineer with four (4) safety jackets. The safety jackets shall be orange in colour and shall be submitted for the engineer's approval before they are purchased. No separate payment will be made for the safety jackets and full compensation therefore shall be included in the rates tendered for in section 1500.

(h) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"The effective carriageway width for any two-way traffic accommodated on an existing bituminous surfaced road shall not be less than 5.5m. No single lane shall be less than 3,0m wide.

Where the traffic is accommodated in half-widths, the effective lane width for one-way traffic shall not



be less than 3,0m."

B1505 TEMPORARY DRAINAGE WORKS

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"The construction of temporary culverts shall be in accordance with section 2200. Temporary culverts no longer required shall be removed as directed by the engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the engineer."

B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"The gravel material laid on existing roads used as diversions shall comply with the following:

Maximum size: 37,5 mm

Oversize index (Io): 0 (% retained on 37,5 mm sieve)

Shrinkage products (Sp): 100 - 240 (linear shrinkage x % passing 0,425 mm sieve)

Grading coefficient (Gc): 16 - 34 [(% passing 26,5 mm - % passing 2,0 mm) x % passing 4,75 mm/100]

CBR: ≥ 15 at 93% of modified AASHTO density."

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

ADD THE FOLLOWING:

"The contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public traffic using the half-widths to make way for construction traffic.

However, the engineer may under special circumstances agree to stop the traffic for a maximum period of 15 minutes, but with the express proviso that the traffic authority controls such an eventuality. Should the contractor require longer closure times, this will only be considered on the submission of a detailed method statement for the work to be done and on receipt of accommodation of traffic drawings and an incident plan. Such submission shall be done at least 14 days prior to the intended closure."

REPLACE THE THIRD PARAGRAPH AND ONWARDS WITH THE FOLLOWING:

"Work in half-widths shall at all times be restricted to one lane at a time. The contractor shall not be allowed to work on both lanes simultaneously.

Work on the road shall be executed as follows:



- (i) The work may commence at any of the contract limits or any point in between. The contractor shall however, note that the relocation and/or protection of services intersecting the site may not yet have been carried out by the service authorities and this may affect the contractor's programme of work. To this extent the contractor's attention is drawn to clause B1202.
- (ii) The total road length which may be demarcated at any time for construction, upgrading or rehabilitation shall not exceed 2,5 km per work area, excluding transitions and signs.
- (iii) A minimum distance of 5 km must be maintained between any two consecutive work areas.
- (iv) Under no circumstances may any of the actions under (ii) be undertaken on more than two adjacent work areas simultaneously.
- (v) The contractor will not be allowed to occupy a new section of road before a previous section has been substantially completed. For the purpose of this contract, substantial completion shall mean the completion of the work to the satisfaction of the engineer in order to open the road for two-way traffic.
- (vi) Manually controlled traffic signals and two-way radios shall be used to control the traffic during daylight hours. Traffic signals shall be controlled electronically during night time, or manually with two-way radios subject to approval by the engineer."

B1517 MEASUREMENT AND PAYMENT

Item

B15.01 Accommodating traffic and maintaining temporary deviations

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The accommodation of traffic and the maintenance of deviations shall be measured once only along the centre line of the road, irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The limits for any particular section of road over which traffic has to be accommodated and deviations have to be maintained shall be the distance measured between the limits of construction of the particular section of road under consideration. Only the net distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured."

Item

B15.02 Earthworks for temporary deviations

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for frontage/service roads used for the accommodation of traffic will be made under section 3300."

Item

Unit

B15.03 Temporary traffic-control facilities:



REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

- (g) Rectangular road signs, TGS-, TIN-, and TW-series
(excluding TW-series delineators and
barricades) square metre (m²)
- (h) Delineators TW401/TW402
(250 mm x 1 000 mm sides):
- (i) Single sided number (No)
- (ii) Double sided number (No)

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"Payment for the provision of temporary traffic-control facilities shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

Item

B15.05 Gravelling and repair of temporary deviations
and existing gravel roads used as temporary
deviations

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for gravelling of frontage/service roads used for the accommodation of traffic will be made under section 3400."

REPLACE ITEM 15.10 WITH THE FOLLOWING:

Item	Unit
B15.10 Accommodation of traffic where the road is constructed in half-widths	kilometre (km)

The unit of measurement shall be the kilometre measured along the centre line of the roads to be constructed, upgraded or rehabilitated in half-widths as directed by the engineer.

The accommodation of traffic in half-widths shall be measured once only along the centre line of the road, irrespective of the number of times necessary to accommodate traffic over any particular part of the road.

This also applies to cases where the traffic is initially accommodated on one half of the road and later on the other half. The limits for any particular part of road on which traffic has to be accommodated in half-widths shall be the distance measured between the beginning and end of the particular work area and not between the two furthestmost temporary road signs on either side of the particular section of road under construction.

The tendered rate shall include full compensation for providing all Constructional Plant, equipment, tools, transport, labour, supervision, guards and all other incidentals necessary for the proper and safe



handling of traffic as specified, for all additional costs and work resulting from accommodating the traffic in half-widths, and for dismantling, storing and if necessary re-using, moving, transporting and re-erecting temporary road signs, barricades and all other traffic-control facilities necessary to accommodate traffic in half-widths, irrespective of the number of times necessary to move such traffic-control facilities.

Payment will be made in three instalments as follows:

- (a) The first instalment, 25% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the widening of the shoulder or any phased construction for the accommodation of traffic.
- (b) The second instalment, 35% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the one half of the road complete to final road levels, excluding the second application of slurry.
- (c) The third and final instalment, 40% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the remainder of the road complete to final road levels, including the second application of slurry to the first half.

Payment for the provision of temporary traffic-control facilities shall be made under item B15.03 and shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

ADD THE FOLLOWING ITEMS:

Item	Unit
B15.14 Provision of traffic safety equipment for use by the engineer:	
(a) Emergency rotating mini lightbar for mobile use	number (No)
(b) 'Construction' sticker for vehicles with 100 mm high lettering	number (No)
(c) Safety jackets	number (No)

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof, and maintenance in good working order.

Item	Unit
B15.16 Media releases and public relations:	
(a) Media releases and public relations	Prime Cost (PC) Sum
(b) Handling costs and profit in respect of subitem B15.16(a)	percentage (%)



The prime cost sum is provided to cover costs related to media releases and public notices as instructed by the engineer.

The tendered percentage is a percentage of the amount actually spent under the relevant prime cost item, which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified services.

Item	Unit
B15.19 Damaged temporary road signs and delineators:	
(a) Repair:	
(i) Costs	Provisional (Prov) Sum
(ii) Handling cost and profit in respect of subitem	
B15.19(a)(i) above	percentage (%)

Item	Unit
(b) Replacement:	
(i) Costs	Provisional (Pov) Sum
(ii) Handling cost and profit in respect of subitem	
B15.19(b)(i) above	percentage (%)

The provisional sums allowed under sub-items (a) and (b) shall be expended in terms of the provisions of the conditions of contract.

SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS

B2301 SCOPE

ADD THE FOLLOWING TO THIS CLAUSE:

"This section also covers the replacement of damaged concrete kerbing, channelling and lining."

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

ADD THE FOLLOWING:

"A 10 mm wide joint formed in inert filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

The cast insitu concrete support behind the kerbs must be continuous and can be interrupted every 2m with a 10mm wide construction joint.

(e) Cast in situ kerbs and channels



ADD THE FOLLOWING:

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

(g) Concrete-lined open drains

ADD THE FOLLOWING:

"When instructed by the engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m² unless otherwise instructed by the engineer. The tolerance in the rate of application shall be $\pm 5\%$ of the specified rate."

(k) Cutting existing bituminous surfacing and pavement layers

REPLACE THE PARAGRAPH WITH THE FOLLOWING:

"Where the engineer instructs kerbing, edge beams, channelling or concrete-lined drains to be constructed against existing bituminous surfacing and pavement layers, the full depth of the bituminous surfacing and pavement layers shall be accurately cut with a mechanical saw to the required line and level before the kerbing, edge beams, channelling or concrete-lined drain is constructed. The cut edge shall be vertical for kerbing, edge beams, concrete-lined drains and channelling. The concrete shall be placed directly against the cut edge without formwork. All material outside the cut edge shall be removed to the required depth before the concrete is placed, and the debris shall be disposed of at approved dumping sites provided by the contractor. The bituminous surfacing shall be protected and kept clean to the engineer's satisfaction."

ADD THE FOLLOWING SUBCLAUSE:

"(l) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

B2307 MEASUREMENT AND PAYMENT

REPLACE THE DESCRIPTION OF ITEM 23.01 WITH THE FOLLOWING:

Item	Unit
B23.01 Concrete kerbing, straight and curved including joints (class of concrete indicated for in situ concrete)	metre (m)

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:



"The tendered rates shall also include full compensation for the construction of expansion and construction joints as specified. The rate shall also include continues backing and bedding."

REPLACE THE DESCRIPTION OF ITEM 23.02 WITH THE FOLLOWING:

Item	Unit
B23.02 Concrete kerbing-channelling combination, straight and curved, including joints (class of concrete indicated for cast in situ concrete):	
(a) (Description of type with reference to drawing)	metre (m)
(b) (Etc for other types)	metre (m)

REPLACE THE DESCRIPTION OF ITEM 23.06 WITH THE FOLLOWING:

Item	Unit
B23.06 Inlet, outlet, ramps and similar Structures (measured by components):	

Item	Unit
B23.14 Cutting bituminous surfacing and pavement layers for concrete kerbing, edge beams, channelling or concrete-lined drains:	
(a) Depth up to 50 mm	metre (m)
(b) Depth exceeding 50 mm but not exceeding 100 mm	metre (m)
(c) Depth exceeding 100 mm but not exceeding 150 mm	metre (m)
(d) Depth exceeding 150 mm but not exceeding 200 mm	metre (m)

The unit of measurement shall be the metre of bituminous surfacing and pavement layers in each overall depth category cut as instructed by the engineer. The various layers will not be measured separately for payment.

The tendered rates shall include full compensation for all labour, constructional plant and materials required for cutting the surfacing and pavement layers to the required depth, removing, transporting (including all haul) and disposing of the debris at approved dumping sites provided by the contractor, and protecting and keeping the surfacing clean, all as specified."



COLTO SERIES 3000: EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"Gravel material shall be obtained from approved commercial sources or approved sources provided by the contractor."

REPLACE "and 3402/4" IN THE THIRD LINE OF THE SECOND PARAGRAPH WITH "3402/4 and 3402/5".

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The wet-dry durability (table 3402/5) limits for subbase if tested according to TMH1 method A19, but using samples as prepared for the modified AASHTO method, shall be as follows:

C3: 20% maximum (modified AASHTO density briquettes)

C4: 30% maximum (modified AASHTO density briquettes)"

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"Natural gravel shoulder material shall comply with the requirements of a Type 1 material according to table 3402/4."

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

REPLACE TABLE 3402/5 WITH:

TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILIZED LAYERS

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min	4 min	1,5 min	0,75 min
ITS (kPa) *(3)	-	-	250 min	200 min
WDD (% loss)	5 max	10 max	20 max	30 max

Notes:

* (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.

* (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density



- * (3) Indirect tensile Strength @ 100% Mod. AASHTO density
- * (4) Wet/Dry Durability according to Method B8110"

ADD THE FOLLOWING SUBCLAUSE:

"(d) Material requirements

When the values listed in tables 3402/1, 3402/2, 3402/3 and 3402/4 cannot be attained with the type and quantity of stabilizing agent specified in section 3500 in the project specifications and on the borrow pit plans, the engineer will authorise the contractor to vary and/or amend the quantity and possibly the type of stabilizing agent as well in order to obtain the required values."

ADD TABLE B3402/6 AFTER TABLE 3402/5:

TABLE B3402/6: REQUIREMENTS FOR EMULSION TREATED MATERIALS

Criteria	E1	E2
Material before treatment	G1 to G3	G4 to G5
After treatment:		
- Minimum CBR @ 100% modified AASTHO density	150%	100%
- Minimum UCS @ 100% modified AASHTO density	1 200 kPa	700 kPa

B3403 CONSTRUCTION

ADD THE FOLLOWING SUBCLAUSES:

"(f) Treatment of in situ material or existing pavement layers as new pavement layers

Where the in situ material or existing pavement layers are classified as suitable for new pavement layers and have to be reconstructed as prescribed by the engineer, the material or layers shall be scarified, watered and compacted to a percentage of modified AASHTO density. The density and compaction depth will be prescribed by the engineer.

When additional material has to be imported to obtain the required level and layer thickness, and when the thickness of the layer of imported material would be less than the specified layer thickness after compaction, the in situ material or existing pavement layers shall be scarified, the necessary imported material placed, and this combined material mixed and compacted to the full specified depth of the layer.

The imported material will be measured and paid for under item 34.01 and the in situ material will be measured and paid for under item B34.04.

(g) Temporary stockpiling of material

The contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used.



This subclause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the engineer, in terms of subclause B3403(h), as these will be measured and paid for separately under item 32.06.

(h) Existing asphalt base or surfacing

Existing asphalt base or surfacing which cannot be broken down effectively to be used as part of the recovered pavement material, shall be separately excavated from the existing pavement layers and disposed of at approved dumping sites

(i) Storing recovered pavement material

Excavated pavement material intended for reprocessing but which cannot be reprocessed in place or cannot, in the opinion of the engineer, be placed in a windrow next to the excavation, nor directly placed in position anywhere else, shall be transported to approved stockpile or dumping sites with written permission from the engineer.

Stockpile sites for material to be recycled or reprocessed shall be located as approved by the engineer.

The stockpile site shall be cleaned, and all stones, vegetation and other materials which may cause contamination shall be removed. The site shall be graded smooth with an adequate slope to ensure proper drainage of water. If instructed by the engineer, the surface shall be watered and compacted to a depth of at least 150 mm and to a density of 90% of modified AASHTO density. The compacted surface shall be firm. Upon completion, the surface shall be swept clean.

Stockpile sites shall be large enough to allow the different types of material to be stockpiled without overlapping or exceeding the limits of the prepared site. Enlargement of the stockpile sites after the stockpiles have been placed will not be permitted without the engineer's approval.

Upon completion of the work, the stockpile sites shall be rehabilitated in accordance with the engineer's instructions."

B3405 CONSTRUCTION TOLERANCES

(a) Level

ADD THE FOLLOWING:

Level control for the various pavement layers shall be done at the following intervals in the longitudinal direction:

Layer	Interval
Selected layer, subbase, shoulders and wearing course	20 m
Base	10 m



(b) Layer thicknesses

ADD THE FOLLOWING:

"The construction tolerances of clause 3405 shall apply to layers constructed from reprocessed material, but when a gravel layer is placed on top of an existing layer without the existing layer being trimmed to prescribed levels, the thickness tolerances of subclause (b) do not apply."

(e) Cross-section

DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"The normal cross-fall of the road wearing course where the road is in a straight horizontal alignment, is specified as shown on the drawings.

At any cross-section the measured cross-fall between any two points shall be at least 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10 mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and cross-fall deviations."

(f) Surface regularity

ADD THE FOLLOWING:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5 m intervals on either side of the joint of the layer covering at least a 30 m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"Test results and measurements will be assessed in accordance with the provisions of Section 8200/8300."

B3407 MEASUREMENT AND PAYMENT

DELETE THE FIRST PARAGRAPH AND REPLACE IT WITH THE FOLLOWING:

"No additional or extra over payment will be made for work in restricted or confined areas."

B3415 GRAVEL FROM COMMERCIAL SOURCES

The unit of measurement shall be the cubic metre of compacted pavement layer constructed with material obtained from commercial sources provided by the contractor. The quantity of which shall be calculated in accordance with the authorised dimensions of each separate completed layer by the method of average end areas from levelled cross-sections prepared from the ground line prior to the construction of new pavement layers, and the final specified or authorised layer cross-section superimposed at 20 m intervals along the centre line of the road.



The tendered rates shall include full compensation for the costs of negotiations and payments of royalties, for procuring, furnishing, placing, spreading, mixing imported material if required, breaking down, shaping, watering, preparing and compacting the material, for hauling the material over an unlimited free-haul distance from the source to the point of use, for protecting and maintaining the layer and for conducting control tests, all as specified. The tendered rates shall include full compensation for blading all oversize material off the road into windrows, for loading and transporting the material for an unlimited free-haul distance to approved dumping sites provided by the contractor, and for off-loading and spreading the material, all as specified.

SECTION B3500: STABILIZATION

West

B3502 MATERIALS

(a) Chemical stabilizing agents

ADD THE FOLLOWING:

"The stabilizing agent shall be class CEM II B-L, class 32.5N cement conforming to SANS 50191 (EN 197-1), or as directed by the engineer. The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

Base : 4,0%

The engineer may instruct the contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.

Enough stabilizer should be added, over and above the design value, to allow for wastage during too high preshaping levels and inaccuracies during the spreading operation."

(i) Road lime

ADD THE FOLLOWING:

"Road lime shall be calcium type lime."

B3503 CHEMICAL STABILIZATION

(a) Preparing the layer

ADD THE FOLLOWING:

"The material to be stabilized shall be spread and pre-shaped, so that a true cross-fall is obtained. The upper level of the spread material shall be such that any indentations and depressions caused by construction equipment shall be above or at final cutting level. Enough extra material must be allowed for, so that no filling whatsoever is carried out. The final operation on the base prior to final compaction will be cutting and never making up of levels."

(d) Mixing in the stabilizing agent

ADD THE FOLLOWING:



"The contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the engineer.

The fact that the engineer has approved the mixing process shall not relieve the contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(f) Compaction

ADD THE FOLLOWING:

"Where the gravel base is chemically modified with road lime to modify certain physical properties of the gravel material and not for purposes of cementation, the base shall be compacted by means of two roller passes with a heavy pneumatic roller after the stabilizing agent has been mixed in and the material watered as specified in subclauses 3503(d) and (e) respectively. After twenty-four (24) hours the base shall be loosened by ploughing to its full depth, and be shaped, compacted and finished in accordance with the specifications.

When cutting final levels, the top of the layer shall be lightly watered to reduce the risk of dragging the material and cause shear cracks. The blade of the grader shall be tilted forward to reduce the dragging effect. Under no circumstances shall material be imported from the windrow to make up for low spots or depressions caused by any construction equipment."

(h) Curing the stabilized work

ADD THE FOLLOWING TO PARAGRAPH (ii):

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

(i) Construction limitations

ADD THE FOLLOWING:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in situ material. When wet weather occurs, checks shall be conducted between initial testing and work commencing on any section.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.



All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense.

The contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

IN TABLE 3503/1, DELETE "8 hours" FOR ORDINARY PORTLAND CEMENTS AND CEMENT BLENDS AND REPLACE WITH "6 hours".

ADD THE FOLLOWING SUBCLAUSE:

(j) General

The contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents, for instance when they are carried by the wind.

Any biscuit layers or bowls, identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to surfacing. The repairs shall be for the account of the contractor. Before surfacing is allowed, ball penetration tests shall be carried out."

B3510 MEASUREMENT AND PAYMENT

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

Item

B35.01 Chemical stabilization extra over unstabilized
compacted layers

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in-situ authorised dimensions of the layers treated as instructed by the engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

Item

B35.02 Chemical stabilizing agent



REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher pre-shaping levels will not be included in the quantity."

COLTO SERIES 5000: ANCILLARY ROADWORKS

SECTION B5600: ROAD SIGNS

B5602 MATERIALS

(a) Structural steel

REPLACE THE SECOND SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications : SABS 926 for a two-pack zinc-rich epoxy primer, SABS 681 for the undercoat, and SABS 1413 for a chloro-rubber finishing coat."

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SABS 763 for type A1 or B1 articles, as applicable."

(g) Retro-reflective material

IN THE FIRST SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CRS 191".

REPLACE THE THIRD LAST PARAGRAPH WITH THE FOLLOWING:

"The contractor shall provide proof that Classes I and III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

Classes I and III retro-reflective materials shall be warranted against any abnormalities as described in SABS 1519 for 7 and 10 years respectively."

ADD THE FOLLOWING AFTER THE SECOND LAST PARAGRAPH:

"Should a contractor manufacture signs without the necessary approval it shall be deemed that the contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the engineer) occur within seven years, the contractor shall remanufacture the sign and re-erect the sign at no cost to the employer."

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the contract shall be identified by a



batch number. A certificate of all materials' compliance with SABS 1519 shall be submitted to the engineer within 3 months of the material being used. An outdoor weathering test will not be required."

ADD THE FOLLOWING:

"Retro-reflective materials shall comply with the requirements of SABS 1519 but the requirements of Clauses 3 and 4 of CKS 191 shall take precedence.

Mixing 3M Scotchlite, Kiwalite or any other approved products on the same sign will not be permitted. The contractor will also be required to produce lifespan guarantees as well as SABS approved certificates with regard to the retro-reflective material specified or tendered for.

When measured in accordance with SABS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519 (duplicated as table B8118/1 in these specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer.

When measured in accordance with SABS 1519-1, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519-1."

(k) Back vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.

ADD THE FOLLOWING SUBCLAUSES:

"(l) Chromadek sections

Chromadek sections shall be 1,2 mm thick and shall comply with the details on the drawings.

(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or 0,5 mm thick black plastic or other approved material to obscure destinations that are temporarily inapplicable or irrelevant. As reflective material loses its retro-reflective and adhesive qualities in poorly ventilated conditions, 25 mm diameter holes spaced at maximum intervals of 300 mm shall be cut in the plastic to render it permeable.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards



ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

"The contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.

The contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards, attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

INSERT THE FOLLOWING AFTER THE THIRD PARAGRAPH:

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer."

- (i) Steel plate road sign boards

ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c."

B5604 ROAD SIGN FACES AND PAINTING

- (b) Preparing surfaces and applying paint and retro-reflective sheeting

ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

"and shall conform to the requirements of TYPE A signfaces, as indicated on the drawings."

B5606 ERECTING ROAD SIGNS

- (b) Excavation and backfilling

ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:

"A 300 mm thick gravel drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the drawings."

- (c) Erection

ADD THE FOLLOWING PARAGRAPHS:

"After erection the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-



reflective material's manufacturer.

On completion of signs on the road section, the contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical growth-retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the growth retarder."

ADD THE FOLLOWING CLAUSE:

B5609 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING ITEMS:

Item	Unit
B56.10 Class 15/38 concrete backfill in excavations for road sign footings	cubic metre (m ³)

The unit of measurement shall be the cubic metre of class 15/38 concrete backfill placed in excavations for road sign footings in accordance with the details on the drawings and in Section 6400. The quantity will be calculated from the authorised dimensions of the excavations times the height of the backfill in concrete less the volume of the road sign supports. Concrete placed outside the authorised dimensions will not be measured for payment.

The tendered rate shall include full compensation for procuring, furnishing and placing the concrete backfill.

Item	Unit
B56.14 Dismantling and disposal of road signs:	
(a) Hazard marker signs	number (No)
(b) Single post signs (other R and W signs)	number (No)
(c) Multiple post signs	number (No)
(d) Overhead-mounted road sign boards	number (No)

The unit of measurement shall be the number of signs removed.

The tendered rate shall include full compensation for dismantling the sign boards, removing the supports and foundations of ground-mounted signs, disposing of the material and clearing the removal site. It shall also include for all labour, plant, supervision and all other incidentals.

SECTION B5700: ROAD MARKINGS

B5701 SCOPE



REPLACE "South African Road Traffic Signs Manual" IN THE SECOND PARAGRAPH WITH "SADC Road Traffic Signs Manual".

B5702 MATERIALS

(a) Paint

(i) Road-marking paint

ADD THE FOLLOWING:

"The commercial product supplied shall be subject to the approval by the engineer on the submission of a certificate of the SABS permitting the manufacturer to apply the SABS standardization work to the supplied product."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

ADD THE FOLLOWING:

"The machine shall always operate in the direction of the traffic when applying lane markings."

B5706 SETTING OUT THE ROAD MARKINGS

ADD THE FOLLOWING:

"Where road markings are to be replaced after milling/overlay, it is essential that all existing road markings be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of the new road markings shall be reassessed on site by the engineer before the contractor commences with the road marking. No separate payment will be made for referencing the existing road markings and full compensation shall be included in the rate tendered for item B57.06.

For safety purposes, premarking of the final road markings shall be done on a daily basis at the end of each working shift for the construction of the final overlays."

B5707 APPLYING THE PAINT

REPLACE THE FIRST SENTENCE OF THE LAST PARAGRAPH WITH THE FOLLOWING:

"The final road markings shall be applied immediately after the full length of a particular construction zone has received an overlay or where, in the opinion of the engineer, the road conditions are unsafe. The contractor will not be permitted to occupy a new construction zone before the final road markings for the current construction zone have not been completed.

No separate payment will be made for establishing the road-marking team on site during the construction period, irrespective of the number of times the road-marking team is required on the site or is required to move with the site, and full compensation shall be included in the rates tendered for road marking."

B5712 FAULTY WORKMANSHIP OR MATERIALS

ADD THE FOLLOWING PARAGRAPH:

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected



luminance when measured in accordance with SABS Method 1261:1998 at a 5% sample level, the contractor shall repaint the works at his own cost."

ADD THE FOLLOWING CLAUSES:

B5715 TEMPORARY ROAD-MARKING TAPE

Temporary road markings on certain sections shall be done by applying an approved proprietary brand of reflective tape 100 mm wide.

Reflective tape should be easily applied with pressure-sensitive adhesive backing or by first applying a primer to the cleaned road surface. The tape should be capable of withstanding the wear and tear generated by traffic and climatic conditions for a period of at least six (6) months. Once the tape has served its purpose it should be easily removable without damaging the road surface.

The existing road studs shall be removed from the road surface prior to milling.



THE OCCUPIER

RESEALING OF STREETS WITH WET TAR

You are hereby notified that the Municipality's Contractor will shortly be undertaking resealing work in streets in your neighbourhood. A wet tar product will be applied to the surface which normally takes a few hours to dry and during which time traffic should not travel on the treated surface.

The Contractor will close the section of the road that has been tarred.

You are requested to avoid parking on between 09h00 and 16h00 in your street as it will disrupt the Contractor in the execution of the resealing work and the section of the street in question will be closed to traffic between the mentioned times. It is thus recommended that you park your car in a nearby street.

You are further requested to avoid driving on the wet sections of the road during the resealing process and your co-operation in this regard would be appreciated.

In the event of rain or mechanical problems, the proposed works will be delayed and a further notification will be issued.

Should you have any further enquiries in this regard, you are requested to contact Mr at telephone number

Yours faithfully

Municipal Manager



Phokwane Local Municipality

RESEAL OF MANOPE AVE IN PAMPIERSTAD

C3.5 MANAGEMENT

C3.5.1 Management of the Works C3.5.1.1 Construction Project

Refer to Section C3.4.1 (B1204)

C3.5.1.2 Drawings, Operation and Maintenance Manuals

Refer to Section C3.4.1 (PS6.)

C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

C3.5.1.4 Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

C3.5.1.5 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.6 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.



C3.5.1.7 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 Site Instructions

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

C3.5.1.9 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Employer's Agent's Representative the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certification. Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following a standard format for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice will be submitted with each certificate dated appropriately for the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.



C3.5.1.11 Workmanship and Quality Control

Refer to Section C3.4.1 (PS4)

C.3.5.1.12 Features requiring Special Attention

Refer to Section C3.4.1 (PS3.)

END OF SECTION



Phokwane Local Municipality

CONTRACT PL09/RMP/1022

RESEAL OF MANOPE AVE IN PAMPIERSTAD

CONSTRUCTION

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END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as:

“Any work in connection with: -

the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;

the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.

GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

Should the Contractor at any stage in execution of the Works -
fail to implement or maintain his health and safety plan;



e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

2.1 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.

2.2 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

2.3 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

2 INDEMNITY OF EMPLOYER AND HIS AGENTS

a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor's health and safety plan.

b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.

A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.

d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.



3 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification. This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

4 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour



A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses

A7 Health and safety plan describing all activities as mentioned elsewhere.

A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.

A9 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.

A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of full-time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator

A12 Evacuation plan

A13 The contents of all Training Material used on site – eg.
Accredited and non-accredited training
Toolbox talks
And all training records signed by workers



A14 Risk Assessments - All Risk Assessments done before and during the Construction periodA15

Registers as required

A16 Safe Work Procedures and material safety data sheetsA17

Fall protection plan

A18 Incident recording forms

A19 Medical records

A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

5 NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.



6 CONTRACTOR'S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the SubContractors. Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

7 CLOTHING

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding



AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

For and on behalf of the Contractor:

_____ Print Name: _____

AS WITNESSES:

1. _____ 2. _____

Print Name: _____ Print Name: _____



For and on behalf of the Employer:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014) OF
THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour prior to commencement of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority prior to commencement with the Works.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):



Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....

..... Co-ordinates (if available)

Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....

.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.



J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

..... Tel No.

..... Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....



INFORMATION TO BE SUPPLIED BY THE TENDERER

This following form shall be completed by the Tenderer.A

Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:



ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12months	Date	Degree of Injury	Productiondays lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

END OF SECTION



Phokwane Local Municipality

CONTRACT PL09/RMP/1022

RESEAL OF MANOPE AVE IN PAMPIERSTAD

SITE INFORMATION

INDEX

Section	Description	Page No
Section C4.1	Information Issued by Employer	C4.1.1
Section C4.2	Special Requirements in terms of OHSA and Construction Regulations.....	C4.2.1

END OF SECTION

C4.1 INFORMATION ISSUED BY EMPLOYER

See attached below Table for Road Assessment information supplied by the Employer. Mangope Ave consist of a single seal wearing course which has recently has been patched and potholes has been repaired on the section of road. The current road surface is exposed and the existing wearing surface material causes potholes. The pavement then continues to disintegrate because of poor surface quality, weak spots in the base or sub grade. The following photos below shows the existing conditions on site.

Existing Road Site Observation



The photos show the base is left exposed to natural element that can cause pavement failure. General disintegration of total asphalt layer.



The photos shows that potholes are forming on the surfaced area



END OF SECTION



C4.2 SPECIFIC REQUIREMENTS IN TERMS OF OHSA AND CONSTRUCTION REGULATIONS

Inter alia the risk assessment to be done by the Contractor, specific requirements and areas that must be addressed is provided hereunder as the risk identification provided by the Employer and summarized hereunder:

Specific requirements and areas that must be addressed with the risk assessments and work procedures are summarised hereunder:

Public safety

- Pedestrian and vehicle movement along the entire section of works
- Public awareness, especially of the works to be executed under single lane traffic accommodation, safety precautions and specifically advance warning areas. Advance warning areas to be assisted with advance variable message signs and warning signals as per specification.
- Plant in operation and/or under holding conditions immediately next to trafficked lanes (refer to specifications).
- Speeding during construction and control measures (assisted with speed message sign).
- Level differences during rehabilitation stages with adequate signs and safety precautionary measures. (Refer to restrictive conditions and same day work allowances)
- Communication on site.
- Constant traffic monitoring by site safety officers and daily inspection of signage required with auditable records.

Stockpile areas

- Safety measures to ensure usability of hazardous conditions exist to road users and special measures to ensure night-time visibility.
- Environmental matters, control and spillages, e.g. pre-coating fluid, bituminous products, diesel, etc.

Plant, equipment and personnel

- Night time visibility and low day time visibility.
- Serviceability of equipment in transport of leakages, i.e. oil, diesel, bitumen, spills.
- Flagmen, traffic control and labour force.

Safety Risk

- Construction personnel and plant.

Finishing

- Loose aggregate during excavation and seal operations

END OF SECTION