

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

APPOINTMENT OF TWO (2) SERVICE PROVIDERS FOR THE CONSTRUCTION OF ROADS AND STORMWATER PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, 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:

Amount in Words.....
.....
.....

R..... (in figures)

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: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

This form is to be completed by the Employer only

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract Third Edition (2015) within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. 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:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

.....

Witness: Signature: **Name:**

Date:

***This form is to be completed by the Employer and
the successful tenderer only, upon acceptance
of the successful tenderer's offer***

C. SCHEDULE OF DEVIATIONS

Notes:

- The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.
- 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 agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 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.
- Any change or addition to the tender documents arising from the above agreement 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:
	
5	Subject:
	Details:
	
6	Subject:
	Details:
	
7	Subject:
	Details:
	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and 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.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works."
(NOT APPLICABLE TO THIS CONTRACT)

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement." **(NOT APPLICABLE TO THIS CONTRACT)**

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

“SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of fifteen percent retention of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2.”

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued.”

SCC 6.8.2 Application of the Contract Price Adjustment Factor

Add the following to the end of Clause 6.8.2:

“Referring to Clause 1 of the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 86 of the GCC 2015, delete the paragraph describing the symbols “L”, “P”, “M” and “F”, and replace it with the following::

“L”, “P”, “M” and “F” are defined as follows:

“L” is the “Labour Index” and shall be the Consumer Price Index for the province as stated in the Contract Data as published in Table A of the Statistical release P0141 of Statistics South Africa.

“P” is the “Contractor’s Equipment Index” and shall be the Producer Price Index for “Plant and Equipment” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for the “Civil Employer’s Agenting Material - Total” industry as published in Table 6 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Coal and Petroleum - Diesel” as published in Table 1 of the Statistical release P0142.1 of Statistics South Africa.”

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

“SCC 1.1.1.5 “Commencement Date” means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.”

“SCC 4.10.1 Engagement of employees

Add the following to Clause 4.10.1:

“The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade, industry or special public works programme where the work is carried out, as stated in the Contract Data.”

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

“SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1.”

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14:	The time for achieving Practical Completion is <u>6 months</u> from the Commencement Date, including non-working days and special non-working days.
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.
Clause 1.1.1.15:	Name of Employer: Lesedi Local Municipality
Clause 1.2.1.2:	Address of Employer: <u>Physical:</u> 1 H.F Verwoerd Street Heidelberg Gauteng 1438 <u>Postal:</u> Lesedi Local Municipality P O Box 201 Heidelberg 1438 E-Mail: sibulelom@lesedi.gov.za Telephone No: 016 466 1947
Clause 1.1.1.16:	Name of Employer's Agent: Epitome Consulting Mr. Clement Mokoene, Pr. Eng.
Clause 1.2.1.2:	Address of Employer's Agent: <u>Physical:</u> 3 Rose Avenue Kempton Park 1619 Telephone No: 011 391 5049 Fax No: 086 505 0993 E-mail: clement@epitomeconsulting.co.za <u>Postal:</u> 3 Rose Avenue Kempton Park 1619
3.	EMPLOYER'S AGENT
Clause 3.2.3:	The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.

Initial:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications)
	And: The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014:
Clause 5.8.1:	- Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]; - Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; - Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)]; - Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)]. The non-working days are Sundays. The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.13.1:	Considering that this is a three year appointment, it is imperative that the contractor achieves the highest level of performance. The penalty for failing to complete the Works on time is set to ten thousand rands per day (<u>R 10 000</u> per day) for the first instance. The second instance of failure to complete the project on time will result in the maximum penalty of twenty-five thousand rand per day (<u>R 25 000</u> per day) and an automatic termination of the contract.
Clause 5.14.1:	The requirements for achieving Practical Completion are as stated in clause 1210 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 Edition.
SCC 5.14.4	The Contractor shall submit the following: evidence that the local labour has been paid, and that the Targeted Enterprise subcontractors have received all amounts due in terms of their respective subcontract agreements
Clause 5.16.3:	The latent defects period is 10 years.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
6.	PAYMENT AND RELATED MATTERS
Clauses 6.2.1 and SCC 6.2.1:	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 10% of the accepted Contract Sum.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%.
Clauses 6.8.2 and SCC 6.8.2:	Not applicable
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are allowed.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding Contract Price Adjustment, contingencies and VAT. A retention guarantee in lieu of a cash retention is permitted. Payment to sub-contractor for works done must be made within 30 days of the submission of the invoice from the sub-contractor to the main contractor. Payment to Targeted Enterprises (Grade 1CEPE) for works done must be made within 5 days of the submission of the invoice from the Targeted Enterprises to the main contractor.
8.	RISKS AND RELATED MATTERS
Clause 8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>NIL</u> .
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>NIL</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R10 000 00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
Clause 10.5.3:	The number of Adjudication Board Members to be appointed is one.
Clause 10.7.1:	Unresolved disputes shall be referred to arbitration.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
F1.11 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part F: Requirements of the Expanded Public Works Programme (EPWP)	Penalty applicable to any shortfall in the local labour content achieved The specified minimum percentage of local labour content <u>70%</u>
G1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development	CONTRACT PARTICIPATION (b) Contract Participation Target The Contract Participation Target for Targeted Enterprises is <u>30%</u> . The 30% is inclusive of subcontracting, materials, plant, fuel and/or any other resources that are sourced locally. The contract participation target for targeted enterprises is for subcontracting for CIDB grading 1CE to 6CE based in the LLM only.

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
1. Clause 1.1.1.9: Clause 1.2.1.2:	GENERAL Name of the Contractor: Address of the Contractor: <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"><u>Physical:</u></td><td style="width: 50%; text-align: center;"><u>Postal:</u></td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> </table>	<u>Physical:</u>	<u>Postal:</u>								
<u>Physical:</u>	<u>Postal:</u>										
.....											
.....											
.....											
.....											
6. Clause 6.8.3:	PAYMENT AND RELATED MATTERS SPECIAL MATERIAL NOT APPLICABLE TO THIS CONTRACT The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Bitumen is a legislated product therefore, the rate to be used in the calculation of rise and fall for special materials, shall be the rate published by the applicable refinery supplying bitumen to the project. The quoted price shall be the price published on the first of the month prior to the month in which the tender closed. Table 1 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">SPECIAL MATERIALS</th><th style="width: 10%;">UNIT*</th><th style="width: 50%;">RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>Bitumen</td><td>Tonne</td><td>.....</td></tr> </tbody> </table> * Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Signed on behalf of Tenderer:	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	Bitumen	Tonne					
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH									
Bitumen	Tonne										

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

1. 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:

“Expiry Date” means: 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.

2. 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.

3. GUARANTOR’S LIABILITY

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 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.

3.3 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.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 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.

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

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 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 4.2.2;

4.2.2 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 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, 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:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 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 4.3; and

4.3.3 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.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, 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.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.

- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, 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.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Lesedi Local Municipality
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**TENDER No.: APPOINTMENT OF TWO (2) SERVICE PROVIDERS FOR THE CONSTRUCTION OF
ROADS AND STORMWATER PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A
PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG.**

for the construction, completion and maintenance of the works.

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT).

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

THE HEAD: LESEDI LOCAL MUNICIPALITY
LESEDI LOCAL MUNICIPALITY
P O BOX 201
HEIDELBERG
1438

TENDER No. _____ FOR _____

ISSUED TO: the **LESEDI LOCAL MUNICIPALITY**, represented by **HEAD: LESEDI LOCAL MUNICIPALITY** (Hereinafter referred to as "the Employer")

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

TENDER NO. (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer's Agent as such in terms of the Contract.

2. The Employer's Agent's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer's Agent in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims

between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Tender No: For (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) as published by the South African Committee of Land Transport Officials (COLTO).

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, 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 Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications subclause 1209(a), the 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. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with subclause 1209(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause 1209(f) of the COLTO Standard Specifications shall apply in rate only items. "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; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities 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.

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Bill of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre	l.km	= lane kilometre

10. CONSISTENCY OF RATES

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 Bill of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, escalation and VAT).

- (ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such unbalanced tender may be rejected if, after fourteen (14) 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 offer unchanged.

11. FILLING OUT OF SCHEDULE

The schedule must be filled out by hand in **black ink only**.

Typed out schedules and computer generated schedules including automated calculations will **NOT** be accepted. Tenders will be considered non-responsive. If this is found to be the case.

12. HANDLING COSTS

Handling costs and profits in respect of specialist work carried out by approved 3rd party service providers and Provisional sum items, shall not exceed 10% of the work amount or provisional sum costs.

13. PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

All labour is to be sourced from the Lesedi Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour is **R220.00** per day. Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated. A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer. None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- Provision is specifically made for it in the Contract; or
- Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

14. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

NOTE REGARDING THE “LI” COLUMN IN THE SCHEDULE OF QUANTITIES:

The schedule of quantities contains a column designated “LI”. The letters “LI” are written in the “LI” column against certain items which must be executed using labour intensive construction methods.

Such items include:

- (a) Items in the COLTO standard specifications that would normally be executed using plant but which have been modified specifically so as to require the use of labour intensive construction methods instead of plant for some or all of the work components of the item.
- (b) New items that have been written for this contract specifically requiring the use of labour intensive construction methods rather than plant for some or all of the work components of the item.

The letters “LI” are not written in the “LI” column against items in the COLTO standard specifications that would normally be constructed using labour intensive construction methods anyway, for example items for the construction of brickwork, gabions, fencing or guardrails.”

C2.2. BILL OF QUANTITIES

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
1200	SECTION 1200: GENERAL REQUIREMENTS & PROVISIONS				
PS12.01	Locating existing services (known and unknown)	No.	1		
PS12.02	Quality control tests ordered by Engineer	Prime Cost	1		
PS12.03	Charges and profit on PS12.02	%			
PS12.04	Standing time cost	Day	1		
PS12.05	Remuneration of Liaison Office (CLO)				
	(a) Remuneration of CLO (based on R 7 000/month incl. cellphone and traveling allowance)	Month	1		
	(b) Charges for profit on PS12.05(a)	%			
PS12.06	Remuneration of Safety Representative				
	(a) Remuneration of Safety Rep (based on R 7 000/month incl. cellphone and traveling allowance)	Month	1		
	(b) Charges for profit on PS12.06(a)	%			
	Remuneration of (2) Engineering Students				
	(c) Remuneration of Eng Students (based on R 14 000/month incl. cellphone and traveling allowance)	Month	1		
	(d) Charges for profit on Eng Student PS 12.06 (c)	%			
PS12.07	Contractor's obligations i.r.o. emerging Contractors	Lump Sum	1		
PS12.08	Wages and salaries of local and other labourer employed by the Contractor and Emerging Contractor i.r.o. training periods				
	(a) Wages and Salaries of local and other labourer employed by the Contractors and emerging Contractors i.r.o. training periods	Man-day	1		
	(b) Accredited training courses for				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
	selected local and other labourers including Wages during training periods				
	(i) Safety Induction (SAQA ID 13973)	Person	1		
	(ii) First Aid (SAQA ID 9995)	Person	1		
	(iii) Concrete (SAQA ID 12916)	Person	1		
	(iv) Hand tools (SAQA ID 12877)	Person	1		
	(v) Small Plant (SAQA ID 12875)	Person	1		
	(vi) Kerb Laying (SAQA ID 14575)	Person	1		
	(vii) Paving (SAQA ID 9974)	Person	1		
	(viii) Personal Finance (SAQA ID 9268)	Person	1		
	(viii) Stormwater Pipe Laying (SAQA ID 14575)	Person	1		
	(x) Stormwater Furniture (SAQA ID 14575)	Person	1		
	(c) Contractors charge to allow for handling costs & profit i.r.o sub-item PS12.07(b)	%			
	(d) In-house training of emerging Relocating of measured by length services	Lump Sum	1		
PS12.09					
	(a) Relocating water services	km	1		
	(b) Relocating sewer services	km	1		
PS12.10	(a) Relocate other services (eg. Telkom)	Prov Sum	1		
	(b) Charges for profit on PS12.09(a)	%			
PS12.11	Contract Notice Board (as directed by Engineer)	No.	1		
PS12.12	Complying with Lesedi Local Municipality safety specification and Contractor safety plan (OHS) (Payment only once per financial year per Contract)	Lump Sum	1		
PS12.13	(a) Implementation of Site Management for only Class Three Roads and above	Lump Sum	1		
	(b) (i) Audit of Site Management System for only				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
	Class Three Roads and above	Prov Sum	1		
	(ii) Profit on above item	%			
PS12.14	PS12.12(b) Royalties on borrow materials	m ³	1		
PS12.15	(a) Payment of personal security (only as directed by Engineer)	Prov Sum	1		
	(b) Profit on above PS12.14(a)	%			
PS2.19	Satellite Camp Site Note: The Contractor is to price this item for the possible erection of a "satellite camp site", where the distance of the subsequent award exceeds 25km from the "base camp site" (erected with the first award)				
	(a) Erection of Satellite Camp Site	No.	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
1600	SECTION 1600: OVERHAUL				
PS16.03	Overhaul on material hauled in excess of a free-haul distance 10km (ordinary overhaul)	m³-km	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1700	SECTION 1700: CLEARING AND GRUBBING				
17,01	Clearing and grubbing	m ²	1		
17,02	Removal and grubbing or large trees and tree stumps:				
	(a) Girth exceeding 1m up to and	No.	1		
	(b) Girth exceeding 2m up to and	No.	1		
	(c) Girth exceeding 3m	No.	1		
17,05	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to 750mm	m ³	1		
	(b) Pipes with an internal diameter exceeding 750mm	m ³	1		
	(c) Box culverts up to 1,5m	m ³	1		
	(d) Box culverts exceeding 1.5m vertical	m ³	1		
17,06	Removal and storage of selected vegetation:				
	(a) Cost of removal, storing, protection	Prov Sum	1		
	(b) Charge on provisional sum	%			
PS17.07	Demolish and spoil material for structures, buildings, etc.				
	(a) 100mm thick un-reinforced concrete	m ²	1		
	(b) 150mm thick un-reinforced concrete	m ²	1		
	(c) 100mm thick reinforced concrete	m ²	1		
	(d) 150mm thick reinforced concrete	m ²	1		
	(e) Cast in-situ concrete kerbs (all sizes)	m	1		
PS17.08	Hiring of Specialized Equipment for cleaning of Hydraulic Structures	Prov Sum	1		
PS 17.09	Charges and profit on PS12.02	%			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
				TO SUMMARY	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
PS1800	SECTION 1800: DAYWORKS				
	Note: Executed on instruction of the Engineer only				
PS18.01	Labour Charges				
	(a) Skilled	hr	1		
	(b) Semi-skilled	hr	1		
	(c) Un-skilled	hr	1		
PS18.02	Plant charges				
	(a) Tipper trucks				
	(i) Capacity 3m ³ (small)	hr	1		
	(ii) Capacity 5m ³ (medium)	hr	1		
	(iii) Capacity 10m ³ (large)	hr	1		
	(b) Flatbed trucks				
	(i) Capacity 2 ton (small)	hr	1		
	(ii) Capacity 5 ton (medium)	hr	1		
	(iii) Capacity 10 ton (large)	hr	1		
	(c) LDV (specify size)				
	(i) LDV up to 1 ton	km	1		
	(d) Water tankers				
	(i) Capacity 500 litre (small,	hr	1		
	(ii) Capacity 8 000 litre	hr	1		
	(medium)				
	(iii) Capacity 15 000 litre (large)	hr			
	(e) Crawler excavators				
	(i) Smaller than 93kw (small)	hr	1		
	(ii) Bigger than 93kw but smaller	hr	1		
	(iii) Bigger than 200kw but smaller	hr	1		
	(f) Tractor loader backhoe (TLB)				
	(i) Smaller than 70kw	hr	1		
	(g) Walk behind vibrating rollers				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(i) Model - Bomag 60 or	hr	1		
	(ii) Model - Bomag 76 or similar	hr	1		
	(iii) Model - Bomag 90 or similar	hr	1		
	(h) Plate compactors				
	(i) Vipac or similar	hr	1		
	(i) Rammers				
	(i) Model - Wacker or similar	hr	1		
	(j) Concrete mixers				
	(i) Volume 100 litre wet (small,	hr	1		
	(ii) Volume 175 litre wet	hr	1		
	(iii) Volume 250 litre wet (large)	hr	1		
	(k) Diesel compressors including hoses				
	(i) Capacity smaller than 200 cfm	hr	1		
	(ii) Capacity bigger than 200 cfm	hr	1		
	(iii) Capacity bigger than 400 cfm	hr	1		
	(l) Waterpump				
	(i) Capacity smaller than 400	hr	1		
	(ii) Capacity bigger than 400 but	hr	1		
	(iii) Capacity bigger than 600 but	hr	1		
	(m) Low-bed				
	(i) Low-bed (suitable for the largest	hr	1		
	(n) Grader (Cat 140 G or similar)	hr	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2100	SECTION 2100: DRAINS				
21,01	Excavation for open drains				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m to 1.5m	m ³	1		
	(ii) Exceeding 1.5m and up to 3.0m	m ³	1		
	(b) Extra-over sub-item 21.01(a) for excavation in hard material	m ³	1		
	(c) Extra-over sub-item 21.01(b) for excavation in intermediate material	m ³	1		
21,02	Clearing and shaping existing open drains	m ²	1		
21,03	Excavation for subsoil drainage systems				
	(a) Excavating in soft material situated within the following depth range below the surface level				
	(i) 0m - 1.5m	m ³	1		
	(ii) Exceeding 1,5m and up to 3,0m	m ³	1		
	(b) Extra-over sub-item 21.03(a) for hard material	m ³	1		
	(c) Extra-over sub-item 21.03(a) for intermediate	m ³	1		
21,04	Impermeable backfilling to subsoil	m ³	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	drainage systems				
21,05	Banks and dykes	m ³	1		
21,06	Natural permeable material in subsoil drainage systems (crushed stone)				
	(b) Crushed stone obtained from	m ³	1		
21,08	Pipes in subsoil drainage systems:				
	(b) Unplasticised PVC pipes complete				
	with couplings and fittings				
	(i) 110mm internal dia. slotted	m	1		
	(ii) 110mm internal dia. normal	m	1		
	(iii) 160mm internal dia. slotted	m	1		
	(iv) 160mm internal dia. normal	m	1		
21,10	Synthetic-fibre filter fabric (Grade A2 or equivalent)	m ²	1		
21,12	Concrete Outlet Structures, Manhole Boxes, Junction Boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No.	1		
	(b) Manhole boxes	No.	1		
	(c) Junction boxes	No.	1		
	(d) Cleaning eyes	No.	1		
21,13	Concrete caps for subsoil drains pipes	No.	1		
21,17	Test flushing of pipe subsoil drains	No.	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2200	SECTION 2200: PREFABRICATED CULVERTS				
22,01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m ³	1		
	(ii) Exceeding 1,5m and up to 3,0m	m ³	1		
	(iii) Exceeding 3,0m and up to 4,5m	m ³	1		
	(b) Extra-over sub-item 22.01(a) for excavation in hard material,	m ³	1		
22,02	Backfilling:				
	(a) Using the excavated material	m ³	1		
	(b) Using imported selected material	m ³	1		
	(c) Extra-over sub-items 22.02(a) and (b)				
	for soil cement backfilling				
	(i) with 3% Cement	m ³	1		
	(ii) with 5% Cement	m ³	1		
22,03	Concrete pipe culverts:				
	(b) On Class B bedding				
	(i) 450mm dia. Type 75D	m	1		
	(ii) 600mm dia. Type 75D	m	1		
	(iii) 750mm dia. Type 75D	m	1		
	(iv) 825mm dia. Type 75D	m	1		
	(v) 900mm dia. Type 75D	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(vi) 1 050mm dia. Type 75D	m	1		
	(vii) 1 200mm dia. Type 75D	m	1		
	(viii) 1 500mm dia. Type 75D	m	1		
	(ix) 1 800mm dia. Type 75D	m	1		
	(x) 2 000mm dia. Type 75D	m	1		
	(xi) 450mm dia. Type 100D	m	1		
	(xii) 600mm dia. Type 100D	m	1		
	(xiii) 750mm dia. Type 100D	m	1		
	(xiv) 825mm dia. Type 100D	m	1		
	(xv) 900mm dia. Type 100D	m	1		
	(xvi) 1 050mm dia. Type 100D	m	1		
	(xvii) 1 200mm dia. Type 100D	m	1		
	(xviii) 1 500mm dia. Type 100D	m	1		
	(xix) 1 800mm dia. Type 100D	m	1		
	(xx) 2 000mm dia. Type 100D	m	1		
	(c) On Class C bedding				
	(i) 450mm dia. Type 75D	m	1		
	(ii) 600mm dia. Type 75D	m	1		
	(iii) 750mm dia. Type 75D	m	1		
	(iv) 825mm dia. Type 75D	m	1		
	(v) 900mm dia. Type 75D	m	1		
	(vi) 1 050mm dia. Type 75D	m	1		
	(vii) 1 200mm dia. Type 75D	m	1		
	(viii) 1 500mm dia. Type 75D	m	1		
	(ix) 1 800mm dia. Type 75D	m	1		
	(x) 2 000mm dia. Type 75D	m	1		
	(xi) 450mm dia. Type 100D	m	1		
	(xii) 600mm dia. Type 100D	m	1		
	(xiii) 750mm dia. Type 100D	m	1		
	(xiv) 825mm dia. Type 100D	m	1		
	(xv) 900mm dia. Type 100D	m	1		
	(xvi) 1 050mm dia. Type 100D	m	1		
	(xvii) 1 200mm dia. Type 100D	m	1		
	(xviii) 1 500mm dia. Type 100D	m	1		
	(xix) 1 800mm dia. Type 100D	m	1		
	(xx) 2 000mm dia. Type 100D	m	1		
22,05	Portal and rectangular culverts:				
	(a) Complete with prefabricated floor Slabs				
	(i) 450mm x 600mm Type SANS	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(ii) 900mm x 600mm Type SANS	m	1		
	(iii) 900mm x 900mm Type SANS	m	1		
	(iv) 1 200mm x 600mm Type SANS	m	1		
	(v) 1 200mm x 900mm Type SANS	m	1		
	(vi) 1 200mm x 1 200mm Type	m	1		
	(vii) 1 500mm x 900mm Type SANS	m	1		
	(viii) 1 500mm x 1 200mm Type	m	1		
	(xix) 1 500mm x 1 500mm Type	m	1		
	(x) 1 800mm x 900mm Type SANS	m	1		
	(xi) 1 800mm x 1 200mm Type	m	1		
	(xii) 1 800mm x 1 500mm Type	m	1		
	(xiii) 1 800mm x 1 800mm Type	m	1		
	(xiv) 2 100mm x 900mm Type SANS	m	1		
	(xv) 2 100mm x 1 200mm Type	m	1		
	(xvi) 2 100mm x 1 500mm	m	1		
	(xvii) 2 100mm x 1 800mm Type	m	1		
	(xviii) 2 500mm x 2 100mm Type	m	1		
	(xix) 3 000mm x 900mm Type	m	1		
	(xx) 3 000mm x 1 200mm Type	m	1		
	(xxi) 3 000mm x 1 500mm Type	m	1		
	(xxii) 3 000mm x 1 800mm Type	m	1		
	(xxiii) 3 000mm x 2 400mm Type	m	1		
	(xxiv) 3 600mm x 1 800mm Type	m	1		
	(b) Without prefabricated floor slabs				
	(i) 450mm x 600mm Type SANS	m	1		
	(ii) 900mm x 600mm Type SANS	m	1		
	(iii) 900mm x 900mm Type SANS	m	1		
	(iv) 1 200mm x 600mm Type SANS	m	1		
	(v) 1 200mm x 900mm Type SANS	m	1		
	(vi) 1 200mm x 1 200mm Type	m	1		
	(vii) 1 500mm x 900mm Type SANS	m	1		
	(viii) 1 500mm x 1 200mm Type	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
22,06	(xix) 1 500mm x 1 500mm Type	m	1		
	(x) 1 800mm x 900mm Type	m	1		
	SANS				
	(xi) 1 800mm x 1 200mm Type	m	1		
	(xii) 1 800mm x 1 500mm Type	m	1		
	(xiii) 1 800mm x 1 800mm Type	m	1		
	(xiv) 2 100mm x 900mm Type	m	1		
	SANS				
	(xv) 2 100mm x 1 200mm Type	m	1		
	(xvi) 2 100mm x 1 500mm	m	1		
	(xvii) 2 100mm x 1 800mm Type	m	1		
	(xviii) 2 400mm x 1 800mm Type	m	1		
	Class 75s				
	(xix) 3 000mm x 900mm Type	m	1		
	(xx) 3 000mm x 1 200mm Type	m	1		
	(xxi) 3 000mm x 1 500mm Type	m	1		
	(xxii) 3 000mm x 1 800mm Type	m	1		
	(xxiii) 3 000mm x 2 400mm Type	m	1		
	(xxiv) 3 600mm x 1 800mm Type	m	1		
	Extra over items 22.03, 22.04 and 22.05 for constructing inclined culverts				
	(a) Concrete pipe culverts	m	1		
	(b) Portal and rectangular culverts	m	1		
22,07	Cast in-situ concrete and formwork				
	(b) In floor slabs for portal or rectangular culverts, including formwork and class U2 surface finish				
	(1) Class 25/19	m ³	1		
	(2) Class 30/38	m ³	1		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	(1) Class 25/19	m ³	1		
	(2) Class 40/19	m ³	1		
	(d) Formwork of concrete under sub-				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	item				
	22.07(c) above				
	(1) Vertical formwork for F1 surface	m ²	1		
	(2) Vertical formwork for F2 surface	m ²	1		
	(3) Horizontal formwork for F2 surface	m ²	1		
	(e) In concrete linings for the inverts of metal culverts, including formwork and class U2 surface finish				
	(1) Class 20/19	m ³	1		
	(2) Class 20/38	m ³	1		
22,08	Concrete backfill for culverts				
	(a) Class 20/19	m ³	1		
	(b) Class 20/38	m ³	1		
22,09	Prefabricated concrete inlets and outlets to culverts				
	(a) 1 200mm x 1 200mm	No.	1		
22,10	Steel reinforcement				
	(a) Mild steel bars	t	1		
	(b) High-tensile steel bars	t	1		
	(c) Welded steel fabric				
	(i) Ref 341	kg	1		
	(ii) Ref 395	kg	1		
	(iii) Ref 517	kg	1		
22,11	Dowels for joining old and new concrete	kg	1		
22,12	Removing existing concrete				
	(a) Plain concrete	m ³	1		
	(b) Reinforced concrete	m ³	1		
22,13	Remove and re-laying existing pipes				
	(a) On Class B bedding				
	(i) 450mm dia. Type 75D	m	1		
	(ii) 525mm dia. Type 75D	m	1		
	(iii) 600mm dia. Type 75D	m	1		
	(iv) 750mm dia. Type 75D	m	1		
	(v) 825mm dia. Type 75D	m	1		
	(vi) 900mm dia. Type 75D	m	1		
	(vii) 1 050mm dia. Type 75D	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(viii) 1 200mm dia. Type 75D	m	1		
	(ix) 1 500mm dia. Type 75D	m	1		
	(x) 1 800mm dia. Type 75D	m	1		
	(xi) 2 000mm dia. Type 75D	m	1		
	(xii) 450mm dia. Type 100D	m	1		
	(xiii) 525mm dia. Type 100D	m	1		
	(xiv) 600mm dia. Type 100D	m	1		
	(xv) 750mm dia. Type 100D	m	1		
	(xvi) 825mm dia. Type 100D	m	1		
	(xvii) 900mm dia. Type 100D	m	1		
	(xviii) 1 050mm dia. Type 100D	m	1		
	(xix) 1 200mm dia. Type 100D	m	1		
	(xx) 1 500mm dia. Type 100D	m	1		
	(xxi) 1 800mm dia. Type 100D	m	1		
	(xxii) 2 000mm dia. Type 100D	m	1		
	(b) On Class C bedding				
	(i) 450mm dia. Type 75D	m	1		
	(ii) 525mm dia. Type 75D	m	1		
	(iii) 600mm dia. Type 75D	m	1		
	(iv) 750mm dia. Type 75D	m	1		
	(v) 825mm dia. Type 75D	m	1		
	(vi) 900mm dia. Type 75D	m	1		
	(vii) 1 050mm dia. Type 75D	m	1		
	(viii) 1 200mm dia. Type 75D	m	1		
	(ix) 1 500mm dia. Type 75D	m	1		
	(x) 1 800mm dia. Type 75D	m	1		
	(xi) 2 000mm dia. Type 75D	m	1		
	(xii) 450mm dia. Type 100D	m	1		
	(xiii) 525mm dia. Type 100D	m	1		
	(xiv) 600mm dia. Type 100D	m	1		
	(xv) 750mm dia. Type 100D	m	1		
	(xvi) 825mm dia. Type 100D	m	1		
	(xvii) 900mm dia. Type 100D	m	1		
	(xviii) 1 050mm dia. Type 100D	m	1		
	(xix) 1 200mm dia. Type 100D	m	1		
	(xx) 1 500mm dia. Type 100D	m	1		
	(xxi) 1 800mm dia. Type 100D	m	1		
	(xxii) 2 000mm dia. Type 100D	m	1		
22,14	Removing and stacking existing prefabricated culverts (all types and	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	sizes)				
22,15	Treating surfaces with epoxy resin for joining new to old concrete	l	1		
22,16	Protective mastic asphalt coating for corrugated metal culvert units				
	(a) Application by brush	m ²	1		
	(b) Application by spray gun	m ²	1		
22,17	Manholes, catchpits, precast inlet and outlet structures complete				
	(a) Manholes				
	(1) Precast concrete for drainage: shallow depth using 1050mm dia. Rings				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(2) Precast concrete for drainage: deeper than 2 500mm using 1 050mm dia. Rings				
	(i) 2,5m to 3,0m deep	No.	1		
	(ii) 3,0m to 3,5m deep	No.	1		
	(iii) 3,5m to 4,0m deep	No.	1		
	(3) Brick manholes for drainage: constructed on all pipes up to 675mm dia.				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(v) 2,5m to 3,0m deep	No.	1		
	(4) Brick manholes for drainage: constructed on 750mm dia. pipes				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(v) 2,5m to 3,0m deep	No.	1		
	(5) Brick manholes for drainage: constructed on 825mm dia. pipes				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(iv) 2,5m to 3,0m deep	No.	1		
	(6) Brick manholes for drainage: constructed on 900mm dia. pipes				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(iv) 2,5m to 3,0m deep	No.	1		
	(7) Brick manholes for drainage: constructed on 1 050mm dia. Pipes				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(iii) 1,5m to 2,0m deep	No.	1		
	(iv) 2,0m to 2,5m deep	No.	1		
	(iv) 2,5m to 3,0m deep	No.	1		
	(8) Brick manholes for electrical ducts : constructed on overall conduit outside diameter				
	(i) Up to 1,0m deep	No.	1		
	(ii) 1,0m to 1,5m deep	No.	1		
	(9) Special manhole : jointing manhole for communication cables and GPO	No.	1		
	(10) Special manhole : pulling manhole for communication cables with GPO	No.	1		
	(11) Special manhole : GPO type T manhole depth as shown on the	No.	1		
	(b) Catchpits as per drawing STD003 attached:	No.	1		
	(g) Grid inlets				
	(1) Heavy Duty Concrete Grid inlet not exceeding 2m deep complete with grid, frame -				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(i) Pipe dia. not exceeding 750mm	No.	1		
	(ii) Pipe dia. exceeding 750mm dia.	No.	1		
	(h) Extra-over or less than Item 22.17(g) for variation in depth				
	(i) Pipe dia. not exceeding 750mm	m	1		
	(ii) Pipe dia. exceeding 750mm dia.	m	1		
	(i) Extra-over or less than Item 22.17(g) for polymer concrete Heavy Duty Grid	No.	1		
	(j) Field inlet –as per drawing Field inlet not exceeding 2m deep Complete:				
	(i) Pipe dia. not exceeding 750mm	No.	1		
	(ii) Pipe dia. exceeding 750mm dia.	No.	1		
22,18	Brickwork				
	(a) 115mm thick	m ²	1		
	(b) 230mm thick	m ²	1		
	(c) 345mm thick	m ²	1		
22,19	Plaster	m ²	1		
22,2	Benching	m ²	1		
22,21	Accessories				
	(a) Manhole covers including frames				
	(i) Type 2A, SABS 558/1973	No.	1		
	(ii) Type 2B, SABS 558/1973	No.	1		
	(iii) Type 4, SABS 558/1973	No.	1		
	(b) Inlet grids including frames				
	(i) Type 6, SABS 1115	No.	1		
	(ii) TPA type 40	No.	1		
	(iii) TPA type 80	No.	1		
	(c) Step irons				
	(i) Galvanised step irons to BS1247	No.	1		
	(ii) Galvanised reinforcing bar	No.	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(iii) uPVC	No.	1		
	(iv) Calcamite	No.	1		
	(d) Concrete cover slabs				
	(i) 600mm x 600mm x 50mm	No.	1		
	(ii) Up to 1m ²	No.	1		
	(iii) Greater than 1m ²	No.	1		
	(e) Precast access shaft	m	1		
22,22	Anchors for pipes:				
	(a) Rockbolts	No.	1		
	(b) Dowels	No.	1		
	(c) Anchor blocks (Class 25/19 concrete)	m ³	1		
22,23	Service ducts:				
	(a) Ordinary pipes				
	(1) Fibre reinforced pipes				
	(i) 100mm dia.	m	1		
	(ii) 150mm dia.	m	1		
	(2) Pitch fibre pipes				
	(i) 100mm dia.	m	1		
	(ii) 150mm dia.	m	1		
	(3) Unplasticised PVC pipes				
	(i) 110mm dia.	m	1		
	(ii) 150mm dia.	m	1		
	(iii) 160mm dia.	m	1		
	(b) Split pipes				
	(1) Fibre reinforced pipes				
	(i) 100mm dia.	m	1		
	(ii) 150mm dia.	m	1		
	(2) Pitch fibre pipes				
	(i) 100mm dia.	m	1		
	(ii) 150mm dia.	m	1		
	(3) Unplasticised PVC pipes				
	(i) 150mm dia.	m	1		
	(ii) 160mm dia.	m	1		
22,24	Duct marker blocks				
	(a) Concrete as per drawing	No.	1		
	(b) Aluminium type grouted on top of Kerb	No.	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
22,25	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts in excess of the free-haul distance	m ³ - km	1		
22,27	Reinstating trenches crossing road:				
	(a) Selected layers	m ²	1		
	(b) Subbase	m ²	1		
	(c) Base (including prime coat)	m ²	1		
	(d) Bituminous surfacing (including tack	m ²	1		
	(e) Kerbing	m	1		
22,28	Prefabricated reinforced-concrete skew end units for concrete culverts constructed at a skew angle (type and dimensions of unit and class of bedding indicated)	No.	1		
PS22.29	The raising or lowering of existing manholes, catchpits, etc.				
	(a) Adjustable height of 500mm	No.	1		
	(b) Exceeding 500mm but not	No.	1		
	(c) Exceeding 1m but not exceeding	No.	1		

Tender No.: 20/2026

APPOINTMENT OF TWO (2) SERVICE PROVIDERS FOR THE CONSTRUCTION OF ROADS AND STORMWATER PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2300	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing				
	(a) Precast kerbing to SABS 927				
	(i) Figure 3 kerb	m	1		
	(ii) Figure 7 kerb	m	1		
	(iii) Figure 8 kerb (all types)	m	1		
	(iv) Figure 12 kerb	m	1		
	(iv) Figure 13 kerb	m	1		
	(b) Cast in-situ kerbing (Class 30/19 concrete)				
	(i) Barrier kerb	m	1		
	(ii) Semi-mountable kerb	m	1		
	(iii) Mountable kerb	m	1		
23,02	Concrete kerbing-channelling combination				
	(a) Precast kerb and Figure 13 channel to SABS 927				
	(3) Figure 3 kerb				
	(i) Radius 1m to 4m	m	1		
	(ii) Radius 4,01m to 20m	m	1		
	(iii) Straight and to radius not less	m	1		
	(7) Figure 7 kerb	m	1		
	(8) Figure 8 kerb	m	1		
	(b) Precast kerb and Figure 14 channel to SABS 927				
	(3) Figure 3 kerb				
	(i) Radius 1m to 4m	m	1		
	(ii) Radius 4.01m to 20m	m	1		
	(iii) Straight and to radius not less	m	1		
	(7) Figure 7 kerb				
	(i) Radius 1m to 4m	m	1		
	(ii) Radius 4.01m to 20m	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(iii) Straight and to radius not less	m	1		
	(8) Figure 8 kerb				
	(i) Radius 1m to 4m	m	1		
	(ii) Radius 4.01m to 20m	m	1		
	(iii) Straight and to radius not less	m	1		
	(c) Precast kerb to SABS 927 and cast				
	In-situ channel (concrete class 20/19)				
	(iii) Figure 3 kerb	m	1		
	(vii) Figure 7 kerb	m	1		
	(viii) Figure 8 kerb	m	1		
	(xii) Figure 12 kerb	m	1		
	(d) Cast in-situ kerb and channel (concrete class 20/19)				
	(1) Barrier kerb and channel				
	(i) Figure 3 Kerb with Figure 14	m	1		
	(ii) Semi-mountable kerb and channel	m	1		
	(iii) Mountable kerb and channel	m	1		
	(e) Concrete channels to SABS 927 Channel				
	(1) Figure 13 rectangular channel	m	1		
	(2) Figure 14 tapered channel	m	1		
	(3) Double Figure 14 tapered channel	m	1		
	(4) Half-round channels				
	(i) 150mm dia.	m	1		
	(ii) 200mm dia.	m	1		
	(iii) 300mm dia.	m	1		
	(iv) 400mm dia.	m	1		
	(v) 500mm dia.	m	1		
	(5) Ditch linings				
	(i) 610mm	m	1		
	(6) Cast in-situ channels concrete class 20/19				
	(i) Rectangular channel	m	1		
	(ii) Tapered channel	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
23,03	(iii) Double tapered channel	m	1		
	Concrete chutes (typical designs):				
	(a) 300mm precast concrete chute	m	1		
	(b) 450mm precast concrete chute	m	1		
	(c) Cast in-situ, using concrete class	m	1		
23,04	Cast in-situ concrete chutes (measured by components):				
	(a) Concrete				
	(i) Class 20/19	m ³	1		
	(b) Formwork				
	(i) F1 surface finish	m ²	1		
	(ii) F2 surface finish	m ²	1		
23,05	Inlet, outlet, transition and similar structures (typical designs):				
	(a) Prefabricated inlet structures for chutes	No.	1		
	(b) In-situ inlet structures for chutes	No.	1		
	(c) Prefabricated outlet structures for chutes	No.	1		
	(d) In-situ outlet structures for chutes	No.	1		
	(e) Prefabricated transition sections	No.	1		
	(f) In-situ transition sections	No.	1		
23,06	Inlet, outlet, transition and similar structures (measured by components)				
	(a) Concrete class .25/19.....	m ³	1		
	(b) Formwork (F1 finish	m ²	1		
23,07	Trimming of excavations for concrete-lined open drains				
	(a) In soft material	m ²	1		
	(b) In hard material	m ²	1		
23,08	Concrete lining for open drains				
	(a) Cast in-situ concrete lining Class 25/19				
	(1) Standard side drain				
	(i) Type v1 - v4	m ³	1		
	(2) Vee drain				
	(i) Narrow side drain type v5 - v8	m ³	1		
	(3) Trapezoidal				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
23,09	(i) Type t2	m ³	1		
	(4) Catchwater drain				
	(i) Type 1	m ³	1		
	(1) Standard side drain				
	(b) Class U2 surface finish to cast in situ concrete				
	(i) Type v1 - v4	m ³	1		
	(2) Vee drain				
	(i) Narrow side drain type v5 - v8	m ³	1		
	(3) Trapezoidal				
	(i) Type t2	m ³	1		
23,10	(4) Catchwater drain				
	(i) Type 1	m ³	1		
	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)				
	(a) To sides with formwork on the internal face only	m ²	1		
23,11	(b) To sides with formwork on both internal and external faces	m ²	1		
	(c) To ends of slabs	m ²	1		
	Sealed joints in concrete linings of open drains				
	(a) Polysulphide sealants	m	1		
23,12	(b) Polyurethane-based sealant	m	1		
	(c) Silicone-based sealant	m	1		
	Concrete screed or backfill below chutes				
	(a) Class 20/13	m ³	1		
23,14	(b) Class 20/19	m ³	1		
	Steel reinforcement				
	(a) Mild steel bars	t	1		
	(b) High-tensile steel bars	t	1		
23,14	(c) Welded steel fabric	kg	1		
	Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	1		
	Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete-lined drains	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
23,15	Precast concrete blocks in outlet structures	No.	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3100	SECTION 3100: BORROW MATERIALS				
31,01	Excess overburden	m³	1		
31,03	Finishing off borrow areas in:				
	(a) Hard material	ha	1		
	(b) Intermediate material	ha	1		
	(c) Soft material	ha	1		
PS31.04	Guarantee to DME for rehabilitation of Borrow Pit	Lump Sum	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3300	SECTION 3300: MASS EARTHWORKS				
PS33.01	Cut and borrow to fill, including free-haul up to 10km				
	(a) Gravel material in compacted layer				
	thickness of 200mm and less				
	(i) Compacted to 90% MOD. AASHTO	m ³	1		
	(g) Supply and compact dump rock	m ³	1		
	(h) Fill from commercial sources	m ³	1		
33,03	Extra-over item 33.01 for excavating and breaking down material in:				
	(a) Soft excavation	m ³	1		
	(b) Intermediate excavation	m ³	1		
	(c) Hard excavation	m ³	1		
	(d) Boulder excavation class A	m ³	1		
	(e) Boulder excavation class B	m ³	1		
PS33.04	Cut to spoil including free-haul up to 10km				
	(a) Intermediate excavation	m ³	1		
	(b) Hard excavation	m ³	1		
33,06	Variation in the number of roller passes (applicable to sub-items 33.01(a)(iii) and 33.01(b)(iii) and Item 33.11)				
	(e) Impact rolling 3-pass	m ³	1		
33,10	Roadbed preparation and the compaction of material:				
	(b) Compaction to 93% MOD. AASTHO	m ³	1		
33,13	Finishing off cut and slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	1		
	(b) Fill slopes	m ²	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3400	SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL				
PS34.01	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 10km:				
	(a) Gravel selected layer				
	(i) 93% MOD. AASHTO density	m ³	1		
	(ii) 95% MOD. AASHTO density	m ³	1		
	(d) Gravel sub-base (chemically/mechanically stabilized material)				
	compacted to:				
	(i) 95% MOD. AASHTO density	m ³	1		
	sub-				
	(g) Gravel shoulder/sidewalks				
	compacted to:				
	(i) 93% MOD. AASHTO density	m ³	1		
	(ii) E.O. Item 34.01 for Imported G5	m ³	1		
	(h) Gravel wearing course				
	(i) 95 MOD. AASHTO	m ³	1		
34/PS16.02	Overhaul on material hauled in excess of 10km (ordinary overhaul)	m ³ -km	1		
34,02	Extra-over Item 34.01 for excavating and breaking down material in:				
	(a) Intermediate excavation	m ³	1		
	(b) Hard excavation	m ³	1		
	Extra-over Item 34.01(d) for construction of layers from commercial sources:				
PS34.14	(a) Gravel subbase (chemically/mechanically stabilized material) compacted to:				
	(i) 97% MOD. AASHTO density subbase layer 150mm thick	m ³	1		
TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3500	SECTION 3500: STABILIZATION				
PS35,01	Chemical/Mechanical stabilization extra-over unstabilized compacted layers				
	(a) Gravel selected upper sub-base	m³	1		
	(b) Gravel upper base layer 200mm thick	m³	1		
PS35,02	Chemical stabilizing agent:				
	(a) Ordinary Portland cement				
	(i) CEM V S-V 32,5N	t	1		
	(c) Road lime	t	1		
	(g) Other stabilizing agents				
	(i) Masonry cement	t	1		
	(ii) Slag cement (1.5%)	t	1		
	(iii) Bitumen emulsion	t	1		
35,03	Mechanical modification (extra-over untreated layer):				
	(a) By adding a soil binder	m³	1		
	(b) By mixing materials from different sources	m³	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3600	SECTION 3600: CRUSHED STONE BASE				
36,01	Crushed stone base (a) Constructed from Type G1 material obtained from commercial sources and compacted to 88% of apparent relative density (i) 125mm thickness (ii) 150mm thickness	m ³ m ³	1 1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4100	SECTION 4100: PRIME COAT				
PS41,01	Prime and Tack coat				
	(a) RTH 3/12P or TRL 3/12P tar prime	l	1		
	(c) MC.30 cut-back bitumen	l	1		
	(e) Invert bitumen emulsion (MSP1)	l	1		
	(f) ELO type emulsion	l	1		
41,02	Aggregate for blinding	m ²	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4200	SECTION 4200: ASPHALT BASE SURFACING				
42,02	Asphalt surfacing using A-P1 modified bitumen				
	(a) Continuously graded medium graded				
	asphalt 60/70 pen. bitumen				
	(i) 25mm thick	m ²	1		
	(ii) 30mm thick	m ²	1		
	(iii) 40mm thick	m ²	1		
	(iii) 18mm thick Micro Asphalt	m ²	1		
42,04	Tack coat of 30% stable - grade emulsion	m ²	1		
42,05	Binder variations		1		
	(a) Penetration grade bitumen	l	1		
42,08	100mm cores in asphalt paving	No.	1		

				TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5100	SECTION 5100: PITCHING, STONE WORK AND PROTECTION AGAINST EROSION				
51,01	Stone pitching				
	(b) Grouted stone pitching (150mm thick, 1:3 cement; sand, grout, mix)				
	(i) Flat slope (less than 1:4 slope)	m ²	1		
	(ii) Steep slope (greater than 1:4)	m ²	1		
51,04	Concrete pitching and block paving				
	(b) Segmental concrete block paving on 20mm bedding				
	(i) 60mm rectangular block and SA	m ²	1		
	(ii) 80mm SA type blocks laid to Herringbone pattern (bus stops)	m ²	1		
51,05	Concrete edge beams (Class 30/19 concrete)	m ³	1		

				TO SUMMARY	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5200	SECTION 5200: GABIONS				
52,01	Foundation trench excavation and backfilling				
	(a) In solid rock (material which requires	m ³	1		
	(b) In all other classes of	m ³	1		
52,02	Surface preparation for bedding the gabions	m ²	1		
52,03	Gabions				
	(a) Galvanized gabion boxes (1m wide x 1m deep x 2m long, mesh 80mm x 100mm x 2,2mm)	m ³	1		
	(c) Galvanized gabion mattresses (1,0m diaphragm spacing, 21m long x 5m wide x 0,3m deep, mesh 80mm x 100mm x 2,2mm)	m ³	1		
	(d) Galvanized gabion mattresses (1,0m diaphragm spacing, 21m long x 2.5m wide x 0,3m deep, mesh 80mm x 100mm x 2,2mm)	m ³	1		
52,04	Filter fabric (non-woven filter fabric, Grade A4 or similar)	m ²	1		
PS52.05	Surface Preparation				
	(a) Cavities filled with approved excavated material or rock and compacted to 90% MOD. AASHTO density	m ²	1		

				TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5400	SECTION 5400: GUARDRAILS				
54,01	Guardrails on timber posts:				
	(a) Galvanised	m	1		
	(b) Painted	m	1		
54,02	Guardrails on steel posts:	m ²	1		
	(a) Galvanised	m	1		
	(b) Painted	m	1		
54,03	Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius of less than 45m	m	1		
54,04	End treatments:	m ²	1		
	(a) End wings	No.	1		
	(b) Bull nose	No.	1		
	(c) Bridge adaptors	No.	1		
54,05	Additional guardrail posts:				
	(a) Timber	No	1		
	(b) Steel	No	1		
54,06	Reflective plates	No.	1		
54,07	Removing existing guardrails	m	1		

				TO SUMMARY	R
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5500	SECTION 5500: FENCING				
55,01	Clearing the fence line, 2m wide strip	km	1		
55,02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:				
	(a) Zinc-coated barbed wire (SABS 675)				
	(1) High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire				
	(i) Galvanised, Class A	km	1		
	(ii) Galvanised, Class C	km	1		
	(2) High-tensile-grade, single-strand; 2,80mm x 1,90mm oval-shaped wire				
	(i) Galvanised, Class A	km	1		
	(3) Mild-steel-grade, double-strand 2,50mm dia. unidirectional twist				
	(i) Galvanised, Class A	km	1		
	(ii) Galvanised, Class C	km	1		
	(b) Zinc-coated smooth wire				
	(1) 4,0mm dia. mild steel straining wire,	km	1		
	(2) 2,24mm dia. high tensile fencing wire				
	(i) Galvanised, Grade A	km	1		
	(ii) Galvanised, Grade C	km	1		
	(3) 2,50mm dia. mild-steel tying wire,	km	1		
	(4) 1,60mm dia. mild-steel tying wire,	km	1		
	(c) Diamond mesh	m ²	1		
	(e) Barbed-tape concertina wire	km	1		
	(g) Standards				
	(1) 1,86m x 2,5 kg/m mild steel y	No.	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	section				
	(2) 2,45m x 2,50 kg/m mild steel y	No.	1		
	(3) 3,8m x 75 dia. x 2,24mm tubular	No.	1		
	(h) Droppers				
	(1) 1,4m x 0,56 kg/m mild steel ridge	No.	1		
	(i) Straining posts, stays and anchors:				
	(1) Vertical				
	(i) Steel straining posts (2 130 x 100	No.	1		
	(2) Inclined:				
	(i) Steel stays and anchors (100 dia. x 3mm)	No.	1		
	(3) Horizontal:				
	(i) Steel stays and anchors (100 dia. x 3mm)	No.	1		
55,03	New gates				
	(a) Single leaf				
	(i) 4m 'w' pattern	No.	1		
	(ii) 5m 'w' pattern	No.	1		
	(b) Double leaf				
	(i) 4m 'w' pattern	No.	1		
	(ii) 5m 'w' pattern	No.	1		
	(iii) 4m 'x' pattern with Horizontal	No.	1		
55,04	Moving existing fences and gates:				
	(a) Fences:				
	(i) Stock-proof fences	km	1		
	(ii) Vermin-proof fences	km	1		
	(iii) Pedestrian fences	km	1		
	(iii) Security fences	km	1		
	(b) Gates	No.	1		
55,05	Dismantling existing fences:				
	(a) Fences:				
	(i) Stock-proof fences	km	1		
	(ii) Vermin-proof fences	km	1		
	(iii) Pedestrian fences	km	1		
	(iv) Security fences	km	1		
	(b) Gates	No.	1		
55,06	Providing temporary fences and gates:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	(a) Stock-proof fence	km	1		
	(b) Vermin-proof fence	km	1		
	(c) Pedestrian fence	km	1		
	(d) Temporary gates				
	(i) Single leaf 4m 'w' pattern	No.	1		
	(ii) Double leaf 5m 'w' pattern	No.	1		
55,07	Ringbolts for anchoring fencing to structures	No.	1		
55,08	Drilling and blasting of holes for posts and anchors	No.	1		
55,09	Posts fixed horizontally to the bottom of wire mesh for the closing of openings under fences:				
	(b) Mild steel pipes (50mm x 2,4mm)	m	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	SECTION 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) Prepainted galvanized steel plate				
	(Chromadek 1.6mm thick or approved equivalent):				
	(i) Area not exceeding 2m ²	m ²	1		
	(ii) Area exceeding 2m ² but not 10m ²	m ²	1		
56,02	Extra-over Item 56.01 for using:				
	(a) Background of retro reflective material:				
	(i) Class 1	m ²	1		
PS56.03	Road sign supports (overhead road sign structures excluded)				
	(a) Steel tubing (dip galvanised D-profile)	kg	1		
56,05	Excavation and backfilling for road sign supports (not applicable to km posts)	m ³	1		
56,06	Extra-over Item 56.05 for cement-treated soil backfill	m ³	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5700	SECTION 5700: ROAD MARKINGS				
57,02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	m	1		
	(ii) 200mm wide	m	1		
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	m	1		
	(ii) 200mm wide	m	1		
	(c) Red lines (broken or unbroken)				
	(i) 100mm wide	m	1		
	(ii) 200mm wide	m	1		
	(d) White lettering and symbols	m ²	1		
	(e) Yellow lettering and symbols	m ²	1		
57,04	Variations in rate or application				
	(a) White paint	l	1		
	(b) Yellow paint	l	1		
	(c) Red paint	l	1		
57,06	Setting out and pre-marking the lines (excluding traffic-island marking lettering and symbols)	km	1		
57,08	Removal of existing, temporary or permanent road markings by:				
	(a) Sandblasting	m ²	1		
	(b) Overpainting as temporary measure	m ²	1		
57,09	Removal of existing road studs	No.	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5800	SECTION 5800: LANDSCAPING AND PLANTING PLANTS				
58,01	Trimming				
	(a) Machine trimming	m ²	1		
	(b) Hand trimming	m ²	1		
				TO SUMMARY	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6100	SECTION 6100: FOUNDATIONS FOR STRUCTURES				
61,01	Additional foundation investigations	Prov Sum	1		
61,02	Excavation :				
	(a) Excavating soft material situated within the following successive depth ranges:				
	(1) 0 m up to 2 m	m ³	1		
	(2) Exceeding 2 m and up to 4 m	m ³	1		
	(3) Exceeding 4 m and up to 6 m	m ³	1		
	(b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth	m ³	1		
	(c) Extra over sub-item 61.02(a) for additional excavation required by the engineer after the excavation has been completed	m ³	1		
	(d) Extra over sub-item 61.02(a) for excavation by hand	m ³	1		
61,03	Access and drainage:				
	(a) Access	Lsum	1		
	(b) Drainage	Lsum	1		
61,04	Backfill to excavations utilising:				
	(a) Material from the excavation	m ³	1		
	(b) Imported Material (G6 material obtained from commercial sources)	m ³	1		
	(c) Soil cement	m ³	1		
61,05	Fill within a restricted area (extra over item 33.01)	m ³	1		
61,06	Overhaul in excess of 1,0 km on excavated material and on material imported for backfill,				
	foundation fill and fill for caissons	m ³ km	1		
61,08	Foundation fill consists of:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
PS61.15	(a) Rock fill	m³	1		
	(b) Crushed stone fill	m³	1		
	(d) Mass concrete (class 15/38)	m³	1		
	(e) Concrete Screed 75mm thk Class 15/19	m³	1		
	Establishment on the site for piling				
61,16	(a) Establishment on the site for Down the Hammer Percussion drilling technique Pile for 457mm diameter piles working load 2000KN	L Sum	1		
	(b) Construction of suitable pile platforms, platform maintenance and protection against erosion and subsequent removal of all piling platforms Inclusive of all related levelling, excavations, earthworks, compaction and all work pertaining to piling platforms.	L Sum	1		
	Moving to and setting up the equipment at each position for installing the piles	No.	1		
	Percussion bored holes for piles with a 457mm diameter through material situated within the following successive depth ranges:				
	(b) Bored holes :				
PS61.17	(1) 0 m up to 10 m	m	1		
	(2) Exceeding 10 m and up to 15 m	m	1		
	Extra over item 61.17 irrespective of the depth to form augured and bored pile holes through				
61,21					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	identified obstructions consisting of :				
	(a) Coarse gravel with a matrix content of less than 50% of maximum	m	1		
	(b) Boulders up to 1.5m in diameter with an average diameter of less than 1.2m	m	1		
	(c) Rock formation of soft to medium hard rock formation, class R2 to R3	m	1		
	(d) Rock formation of medium hard rock to hard rock formation, class R3 to R4	m	1		
	(e) Rock formation of very hard rock, class R5 or higher	m	1		
61,22	Forming augered and bored pile holes through	Prov			
	unidentified obstructions	Sum	1		
PS61.27	Socketing piles 4m into rock formation, class R2 to class R3 (soft rock to medium hard rock)				
	(a) Class R2 rock	No	1		
	(b) Class R3 rock	No	1		
61,29	Installing permanent pile casing for piles of 457mm OD diameter and 8-10mm wall thickness	m	1		
	permanet casing				
61,3	Steel reinforcement in cast in situ piles:				
	(a) Mild steel ultimate strength 250MPa	t	1		
	(b) High yield stress-steel bars ultimate strength 450 MPa	t	1		
61,31	Cast in situ concrete in piles, underreams,				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	bulbous bases and sockets				
61,32	(a) Class 30/19 E.O. item 61.31 for concrete cast under water	m ³	1		
61,34	Stripping / cutting the pile heads, 457 mm dia.	m ³	1		
61,37	Percussion bored pile	No	1		
61,38	Establishment on the site for core drilling	L/Sum	1		
61,39	Moving the equipment to and assembling it at each location where cores are to be drilled				
	(a) Piles (with 4 holes at each pile)	No	1		
	Drilling the cores (75 mm dia) in:				
	(a) Concrete	m	1		
	(b) Founding formation:				
	(i) Irrespective of hardness	m	1		
61,4	Standing time for pile-installation frame	hrs	1		
PS61.50	Nuclear integrity testing on bored piles :				
	(a) Construct 5.0 m long calibration pile of 457 mm diameter	No	1		
	(b) Installing 85 mm OD steel ducts in piles (one pile per support) for the purpose of core drilling and/or sonar testing (4 No. per pile to 500mm above rock socket) for the purpose of core drilling and/or sonar testing	m	1		
PS61.51	Sonar testing of Percussion bored piles				
	(a) Performing integrity test using:				
	(i) CSL Method	No	1		
PS61.52	Grouting up of ducts in piles	m	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6200	SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH				
62,02	Vertical formwork to provide:				
	(a) Class F1 finish to:				
	(i) Pier bases	m ²	1		
	(ii) Abutments and wingwall bases	m ²	1		
	(iii) Hidden faces (backfaces) of abutment	m ²	1		
	breastwalls, screen wall and wingwalls				
	(iv) Bases and stub columns for approach	m ²	1		
	concrete barriers				
	(b) Class F2 finish to (exposed surfaces):				
	(i) Exposed faces of abutment breastwalls,	m ²	1		
	screen walls and wingwalls				
	(ii) Piers Columns/walls	m ²	1		
	(iii) Piers column circular ends	m ²	1		
	(iv) Piers Head (Capping beam)	m ²	1		
	(v) Vertical surfaces of deck sides	m ²	1		
	(vi) Deck ends	m ²	1		
	(vii) Deck Diaphragms sides and ends	m ²	1		
	(viii) Vertical sides to deck upstands	m ²	1		
	(viv) Vertical sides to casting yard slab	m ²	1		
62,03	Horizontal formwork to provide:				
	(a) Class F2 finish to:				
	(i) Soffit of Pier heads	m ²	1		
	(ii) Deck soffit at deck sides (upstands)	m ²	1		
	(iii) Deck Diaphragms soffit	m ²	1		
62,04	Inclined formwork to provide:				
	(a) Class F2 finish to:				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
62,05	(i) Soffit of Approach slab seat	m ²	1		
	(ii) Deck Cantilever soffit	m ²	1		
62,06	Permanent formwork: (c) Supply and install deck precast plank				
	permanent shutters as detailed (inclusive of all concrete works, formwork, reinforcing steel).	m ²	1		
62,06	Formwork to form open joints				
	(a) Between deck ends and abutment and deck ends	m ²	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6300	SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES				
63,01	Steel reinforcement for :				
	(a) Pier bases				
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(b) Pier columns (walls)				
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(c) Pier Cap (Head)				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(d) Abutment bases				
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(e) Abutment breastwalls, curtainwalls and sidewalls (wingwalls)				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(f) Approach slabs				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(g) Barrier Bases and stab columns				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(h) Deck Diaphragms				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(j) Deck slabs and cantilevers				
	(i) Mild steel bar (250 MPa)	t	1		
	(ii) High yield stress steel bars (450 MPa)	t	1		
	(k) Deck cantilever upstands				

TO SUMMARY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6400	SECTION 6400: CONCRETE FOR STRUCTURES				
64,01	Cast in situ concrete:				
	(a) Class 40/19:				
	(i) Piers Bases	m ³	1		
	(ii) Pier columns (walls)	m ³	1		
	(iii) Pier Cap (Head)	m ³	1		
	(iv) Abutment Bases	m ³	1		
	(v) Abutment breastwalls, curtainwalls and sidewalls (wingwalls)	m ³	1		
	(vi) Approach slabs	m ³	1		
	(vii) Barrier bases and stab columns	m ³	1		
	(viii) Deck Diaphragms	m ³	1		
	(ix) Deck slabs and cantilevers	m ³	1		
	(x) Deck cantilever upstands	m ³	1		
	(a) Class 40/19:				
	(i) Piers Bases	m ³	1		
	(a) Class 20/19:				
	(i) Casting yard (100m x 100m x 200mm thick)	m ³	1		
64,02	Manufacturing precast concrete members				
	(a) Prestressed precast deck beams as detailed	No	1		
	30m length				
	(b) Prestressed precast deck beams as detailed	No	1		
	22.5m length				
	Transporting and erecting precast concrete members (description of member and approximate mass to be given)				
64,03	(a) Prestressed precast deck beams as detailed	No	1		
	30m length (45 tons each)				
	(b) Prestressed precast deck beams as detailed	No	1		
	22.5m length (35 tons each)				
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6500	SECTION 6500: PRESTRESSING				
65,01	Prestressing tendons:				
	(a) Longitudinal tendons in 30m Beams	MN-m	1		
	(b) Longitudinal tendons in 22.5m beams	MN-m	1		
65,02	Anchorage and couplers:				
	(a) Anchorage at jacking end 30m beams (CCL type E5 live Anchorages)	MN	1		
	(b) Anchorage at dead end 30m beams (CCL type E5 live Anchorages)	MN	1		
	(c) Anchorage at jacking end 22.5m beams (CCL type E5 live Anchorages)	MN	1		
	(d) Anchorage at dead end 22.5m beams (CCL type E5 live Anchorages)	MN	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6600	SECTION 6600: NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES				
66,03	Proprietary expansion joints:				
	(a) Prime cost sum allowed for purchasing and taking delivery of expansion joints taking delivery of expansion joints	PC Sum	1		
	(b) Percentage on prime cost sum for charges and profit of subitem 66.03 (a)	%	-		
66,04	Installation of proprietary expansion joints:				
	a) joint type E80C as detailed	m	1		
66,06	Filled Joints:				
	(a) 10mm wide movement joints in Concrete Parapets filled with Jointex	m ²	1		
	(b) 15mm wide movement joints in Concrete Parapets filled with Jointex	m ²	1		
	(c) 20mm wide movement joints in Parapets filled with Jointex	m ²	1		
	(d) 25mm wide movement joints in Barrier Parapets filled with Jointex	m ²	1		
	(e) 40mm wide movement joints in Parapets filled with Jointex	m ²	1		
66,08	Sealing joints with:				
	(a) Sealant (Dow Corning 888 silicone sealant and backing cod or equivalent subject to the approval of the engineer):				
	approval of the engineer):				
	(i) 10mm wide movement joints in Concrete Parapets filled with Jointex	m	1		
	(ii) 15mm wide movement joints in Concrete Parapets filled with Jointex	m	1		
	(iii) 20mm wide movement joints in Parapets filled with Jointex	m	1		
	(iv) 25mm wide movement joints in	m	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	Barrier				
	Parapets filled with Jointex				
	(v) 40mm wide movement joints in	m	1		
	Parapets				
	filled with Jointex				
66,09	Proprietary bearings:				
	(a) Prime cost sum allowed for purchasing	PC	1		
	and	Sum			
	taking delivery of bearings				
	(b) Percentage on prime cost sum for	%	1		
	charges				
	and profit				
66,10	Installing the proprietary bearings				
	(a) 400 x 300 x 5(10)74 thick laminated	No.	1		
	bearings				
66,15	Concrete parapets (Class W40/13 concrete)				
	(a) NJ Concrete Barrier as detailed	m	1		
	(850mm high x 560 thick)				
	(b) Concrete Parapets as detailed	m	1		
	(1000mm high x 300 thick)				
PS66.16	Concrete/Polycrrete pedestrian handrailing				
	parapets				
	(a) Supply and install concrete/ polycrrete	m	1		
	pedestrian handrailing (1000x60) as				
	detailed				
	including all accessories and including				
	coring				
	into the Deck and/or abutment upstands as				
	detailed.				
66,17	End blocks (Class W40/13 concrete)				
	(a) NJ Barrier End blocks as detailed	No	1		
	(End Block for 850mm high x 560 thick				
	Barrier)				
	(b) Concrete Parapet End blocks as detailed	No	1		
	(End Block for 1000mm high x 300 thick				
	concrete Parapet)				
66,18	Numbers for structures:				
	(c) Numbers formed in concrete (including				
	for				
	painting of the rebated numbering or				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
66,19	lettering as specified)	No	1		
	Drainage pipes and weepholes:				
	(a) Drainage pipes:				
	(i) 50mm dia uPVC drainage pipe to abutment	m	1		
	seating as detailed				
	(ii) M65 Netlon drainage pipe behind abutments as detailed	m	1		
	(iii) 330 mm DN3 Netlon drainage strips behind abutments and retaining walls	m	1		
	(iv) 100 mm diameter deck drain scupper pipes	No.	1		
	(b) Weep holes:				
	(ii) Measured by number:				
	(1) uPVC 50mm dia. drainage pipes each 1000mm long	No	1		
66,21	Synthetic-fibre filter fabric (non-woven grade A4 biddum):				
	(a) bidim grade A4 geofabric for abutments	m ²	1		
PS66.28	Bridge Sidewalks				
	(a) Supply and place bridge deck walkway as detailed (1900mm wide with average 250mm thick) including: infill sand, in-situ concrete, 5x110mm dia. service duct pipes and precast concrete kerb, as detailed.	m	1		
				TO SUMMARY	

Initial:

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
73.03	(b) Circular sections Provision of approved herbicide and ant poison:	m ³	1		
	(a) Provision of materials	PC Sum	1		
	(b) Contractor's charges and profit added to the prime cost sum	%			
PS73.04	Existing Paving:				
	(a) Lifting up existing paving blocks including neatly stacking on site designated by the Engineer				
	(i) 60mm interlocking paving	m ²	1		
	(ii) 80mm interlocking paving	m ²	1		
	(iii) 50mm Clay brick paving	m ²	1		
	(iv) 75mm Clay brick paving	m ²	1		
	(b) Lifting up existing paving blocks and spoil material				
	(i) 60mm interlocking paving	m ²	1		
	(ii) 80mm interlocking paving	m ²	1		
	(iii) 50mm Clay brick paving	m ²	1		
	(iv) 75mm Clay brick paving	m ²	1		
PS73.05	Reinstatement of existing paving				
	(a) Take from stockpile on site existing paving blocks and reinstate in similar position, including levelling and compacting earthworks to 93% MOD. AASHTO density, supply and lay new 20mm river sand bedding and re-lay existing bricks, compacting and brooming				
	(i) 60mm interlocking paving	m ²	1		
	(ii) 80mm interlocking paving	m ²	1		
	(iii) 50mm Clay brick paving	m ²	1		
	(iv) 75mm Clay brick paving	m ²	1		
PS73.06	Polyethylene sheeting: Extra-over				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	Item 73.01 (i) 0,15mm thick	m ²	1		
				TO SUMMARY	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
PS9000	SECTION PS9000: MISCELLANEOUS ACTIONS				
PS90,01	Traffic calming devices:				
	(a) Asphalt speed humps complete as detailed, to suit road width.	m	1		
	(b) Raised pedestrian crossing complete as as detailed, to suit road width.	m	1		
	(c) Extra over item (a) above for road markings complete per speed hump as detailed.	No	1		
	(d) Extra over items (b) above for road markings complete per raised pedestrian crossing as detailed	No	1		
	(e) Extra over item (a) above for the complete supply and erection of road signs per speed hump as detailed.	No	1		
	(f) Extra over item (b), above for the complete supply and erection of road signs per raised pedestrian crossing as detailed.	No	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

SUMMARY: ROADS & STORMWATER		
SECTION	DESCRIPTION	AMOUNT (R)
1200	SECTION 1200: GENERAL REQUIREMENTS & PROVISIONS	
1300	SECTION 1300: CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	SECTION 1500: ACCOMMODATION OF TRAFFIC	
1600	SECTION 1600: OVERHAUL	
1700	SECTION 1700: CLEARING AND GRUBBING	
PS1800	SECTION 1800: DAYWORKS	
2100	SECTION 2100: DRAINS	
2200	SECTION 2200: PREFABRICATED CULVERTS	
2300	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3100	SECTION 3100: BORROW MATERIALS	
3300	SECTION 3300: MASS EARTHWORKS	
3400	SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	SECTION 3500: STABILIZATION	
3600	SECTION 3600: CRUSHED STONE BASE	
4100	SECTION 4100: PRIME COAT	
4200	SECTION 4200: ASPHALT BASE SURFACING	
5100	SECTION 5100: PITCHING, STONE WORK AND PROTECTION AGAINST EROSION	
5200	SECTION 5200: GABIONS	
5400	SECTION 5400: GUARDRAILS	
5500	SECTION 5500: FENCING	
5600	SECTION 5600: ROAD SIGNS	
5700	SECTION 5700: ROAD MARKINGS	
5800	SECTION 5800: LANDSCAPING AND PLANTING PLANTS	
5900	SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
6100	SECTION 6100: FOUNDATIONS FOR STRUCTURES	
6200	SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH	
6300	SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES	
6400	SECTION 6400: CONCRETE FOR STRUCTURES	
6500	SECTION 6500: PRESTRESSING	
6600	SECTION 6600: NO-FINE CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES	
7300	SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS	
PS9000	MISCELLANEOUS ACTIONS	
	SUB-TOTAL 1:	
	Year 2 Escalation(%) <i>fill in escalation percentage on the dotted line</i>	
	SUB-TOTAL 2:	

	Year 3 Escalation (%) <i>fill in escalation percentage on the dotted line</i>	
	SUB-TOTAL 3:	
	CONTINGENCIES (10%)	
	SUB-TOTAL 4:	
	VAT (15%)	
	TOTAL Inc Vat:	

- The Municipality will only accept the Total Amount Including Vat that is inclusive of the respective percentage escalations of **year 2** and **year 3** and it must be the same amount offered in the Form of Offer.
- **THE TOTAL BID PRICE WILL BE COMPARED TO MARKET RELATED PRICES OF WHICH A MAXIMUM VARIANCE OF 15% WILL BE ALLOWED.**

on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The Construction of roads and stormwater in Lesedi for a period of three (3) years will entail the upgrade from gravel surface to a paved surface standard which includes the construction of the pavement layers and drainage structures through a combination of Labour-Intensive Constructions (LIC) Methods and Machined Based Construction (MBC) Methodologies. The objective is to improve the existing network for the general and traffic to commute safely to and from neighbouring areas.

The employer's objectives are to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines. Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) monthly. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications.

1.2 Location of the Works

The works will be located in and around Lesedi and its surrounding areas. The specific details for each project issued will be detailed in the instruction to perform work (IPW) to be issued by Lesedi Local Municipality.

1.3 Overview of the Works

The work comprises mainly the Upgrading of gravel roads to a paved surface and construction of Stormwater Drainage. The work will be carried out using Labour intensive approach as much as possible as described in SANS 1921.5. Works shall be constructed using local workers who will be temporarily employed in terms of the scope of work.

1.4 Extent of the Works

1.4.1 The Works to be carried out include the following main activities:

The Works to be carried out by the Contractor under this Contract will comprise of the following:

(a) In accordance with Part F – Expanded Public Works Programme (EPWP);

- General Requirements and Provisions
- Contractor's Establishment on Site and General Obligations
- Accommodation of Traffic
- Offices for the Engineer's Personnel
- Earthworks comprising cut to fill and cut to spoil
- Construction of Subgrade Layers
- Construction of Subbase Layer (stabilised) using materials from Commercial sources
- Construction of surfaced road using asphalt
- Construction of Concrete Block Paving with kerb and edge beams, approved herbicide and ant poison.

- Concrete Kerbing and Concrete Channelling
- Construction of underground stormwater drainage System Provision of Road Markings and Road Signs.
- Finishing the Road and the Road Reserve.
- Maintenance of the Works during construction and for 12 months after Construction.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Bill of Quantities

1.4.2 Extent of the Structural Works

Not applicable

1.5 Detailed description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities in Section C2.2.

This Contract covers the Upgrading of various roads (from gravel to paved surface) and construction of stormwater drainage systems along roads in Jameson Park, Petunia Road, Heidelberg

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

1.5.1 Access to the Site

Access to site will only be granted following the submission and approval of all returnable documentation in accordance with the contract data.

1.5.2 Demolition work

This work will be undertaken as directed by the the Engineer.

1.5.3 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Engineer. The spoil material shall be disposed of in accordance with subclause 3306(f) of the COLTO standard specifications.;

1.5.5 Material investigations

Materials information will be available on request.

1.5.6 Material sources, spoil and stockpile areas

Where possible, the contractor shall source material from within 20km of the site utilizing local supplier. The material which may be sourced locally:

- Cement;
- River sand (Coarse Grade Nom. 4.75mm); and

- 19mm sized crushed stone aggregates.

The G5 and G6 materials for the lower and upper selected layers respectively shall be obtained either from borrow or from stockpile, and the material for the stabilised base layer shall be obtained from commercial sources.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Employer's Agent, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

1.5.7 Accommodation of traffic

The accommodation of traffic forms an integral part of the Contract. The contractor shall provide flagmen to direct and control traffic, and provide signs and barriers. Traffic will be accommodated within the road reserve during construction using minor detours and Stop/Go facilities working in half widths.

The contractor shall provide flagmen to direct and control traffic, and provide signs and barriers. Protective Services of the Lesedi Local Municipality. All work is to be to the satisfaction of the Engineer. In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site and borrow pits, particularly when such other contractors are working in the same area simultaneously.

Other contractors working on the site shall include:

All contractors involved in construction within the current contract i.e. All sub-contractors, emerging contractors, local service providers and sub contractors.

1.5.8 Accommodation of other contractors

Other contractors working on the site shall include:

All contractors involved in construction within the current contract i.e. All sub-contractors and emerging contractors.

No work may be sub-contracted to another party before approval is issued by the Engineer in writing. The Main Contractor is to submit a request to the Engineer in writing for the appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer issues any payment certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.5.9 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced. It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds.

The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary. so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Bill of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged due to the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services. No excavation work will commence unless a representative of the Municipality and/or the Engineer are present and all the existing services are identified in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

No excavation is to take place until a representative from the Municipality has been contacted and has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

1.5.10 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carports for the Engineer at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated by the Engineer before the commencement of construction.

1.5.11 Climate

The road is located in a high summer rainfall region with a mean annual precipitation of 1027 mm.

1.5.12 Environment

The Contractor's attention is called to clause B1233 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.13 Labour

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also

required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area. The main contractor shall ensure that uniform policies, procedures and benefits are afforded to all local labour employed in fulfilment of this contract. In keeping with the requirements of the 4th Phase of the EPWP Cycle and the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), Third Edition 2015, the following Demographic Characteristics of Workers must be targeted:

No.	Demographic	EPWP Target
1	Youth (i.e. 16 – 35 years of age)	55 %
2	Women	60 %
3	People living with Disabilities	2 %

1.5.14 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;

- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
- Installation of kerbs;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layerworks materials to the extent scheduled;
- Spreading of stabilising agent;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.6 Temporary Works

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

1.7 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.8 Testing of materials

A provisional sum has been allowed in section 8100 of the Bill of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities included in section 1400 and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the COLTO standard specifications.

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer. The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor. A provisional sum has been allowed in Section 8100 of the Bill of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using commercial laboratory facilities. The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.

1.9 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. 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.

1.10 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.11 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer's Agent, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with

the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause B1233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

1.12 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

All construction equipment utilised for the execution of the works shall be in a good working order, and in a condition that it will achieve the production rates provided in the approved contractual programme. Should any equipment, in the opinion of the Engineer, be the cause of reduced production rates which directly affects the progress on the contract, the Engineer may instruct the Contractor to replace such equipment.

1.13 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction site must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of

the exposure of the various construction elements to natural phenomena.

- (9) The Contractor's programme of work shall take into consideration and allow sufficient time in the critical path for the identification, protection and/or relocation of all the existing services present within the construction limits.
- (10) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractors works programme.
- (11) Tenderers shall submit preliminary weekly programme with the tender submission for the construction of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

PRELIMINARY CONSTRUCTION PROGRAMME

ACTIVITY	DURATION	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	(Weeks)																								
1. Site Establishment																									
2. Relocation of Services																									
3. Traffic Accommodation																									
4. Clear and Grub																									
5. Earthworks																									
6. Drainage																									
7. Kerb and channel																									
8. Subgrade																									
9. Subbase																									
10. Base																									
11. Segmented Block Paving																									
12. Ancillary Items																									
13. Finishing Road Reserve																									
14. Road Marking																									
15. De-Establishment																									
EXPECTED CASH FLOWS	(in Rands)																								

2. **DRAWINGS**

The Contractor shall be supplied with one complete set only of A0 paper print drawings. These A0 paper prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Employer's Agent requires to complete the as-built drawings shall be supplied to the Employer's Agent before a certificate of completion shall be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer's Agent shall supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer's Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

The drawings for this contract comprise the following:

DESCRIPTION	DRAWING NO.
Layout Plans	

CONSTRUCTION BOARD:

(See details in Section C4.2)

3. **PROCUREMENT**

3.1 **Preferential procurement procedures**

Preferential points shall be allocated and tenders awarded in accordance with T1.2 "TENDER DATA" clause F.3.11.

The Tenderer's attention is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Lesedi Local Municipality and The Standard Conditions of Tender in accordance with CIDB Standard for Uniformity in Construction Procurement.

4. **CONSTRUCTION**

4.1 **Applicable SANS 2001 standards for construction work**

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for State Road Authorities' 1998 Edition, or in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 **Applicable national and international standards**

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for State Road Authorities', 1998 Edition, as published by the South African Committee of Land Transport Officials (COLTO) and as amended in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.3 **Particular / generic specifications**

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2: Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

Daywork

Part C: Environmental Management Specification

Part E: OHSA 1993 Health and Safety Specification

Part F: Requirements of the Expanded Public Works Programme (EPWP)

The 'Standard Specifications for Road and Bridge Works for State Road Authorities' is applicable to this Contract but contains references to the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' which is not applicable to this Contract. Table B1115 in Section C3.2: Project Specifications, amends these references to the 2015, 3rd edition of the General Conditions of Contract for Construction Works published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 Certification by recognized bodies

No certification of items included in the works is required.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

Plant and materials supplied by the contractor shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

4.6 Services and facilities provided by the Employer

The Employer's Agent's site office and laboratory facilities will be paid for in terms of the Contract. No other services or facilities are to be provided by the Employer.

4.7 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

5. MANAGEMENT**5.1 Applicable SANS 1921 standards**

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1: 2004: Part 1: General engineering and construction works
SANS 1921-6: 2004: Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard

Specification data associated with SANS 1921-1	
Clause No.	Essential data
	Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/Employer's Agent are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHS 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.

5.1.1 Additional clauses

5.1.1.1 Site meetings and procedures

Site meetings shall be convened as described in clause 1227 'Monthly Site Meetings' of the 'Standard Specifications'. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

5.1.1.2 Water and electricity

The Contractor is to provide water and electricity as described in clauses 1219 'Water' and 1404 'Services' of the 'Standard Specifications'.

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2 Additional clauses

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause 1215 of the 'Standard

Specifications'. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Contractor's and the Employer's Agent's Representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Employer's Agent's Representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Contractor's and the Employer's Agent's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's Representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's Representative, and is to provide copies to the Employer's Agent's Representative when requested. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

5.8 Payment certificates

The contractor shall submit the following on a monthly basis to the Engineer in order to assist with the processing of the payment certificate and the preparation of CPG and EPWP.

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the detailed priced bill of quantities.
- A detailed breakdown of all variation order costs claimed (with specific reference to work done by the contractor) in the certificate concerned, together with copies of relevant contract instruction.
- A detailed breakdown of the work done by the CPG contractor. (The work breakdown must be referenced strictly in accordance with the detailed priced bills of quantities, as applicable).
- A written declaration authenticated by the Professional Contracts Manager confirming, that the payment claims for work done by CPG contractor has been audited and amended by the contractor, prior to it being forwarded to the Engineer for evaluation.
- If applicable, a combined CPG and EPWP report which shall include reports on contractor and CPG contractor compliance, in accordance with the format required by the Engineer. In this regard, the combined, contractor and CPG contractor report must contain an affidavit certifying that all information contained the report as being true and correct.

- Proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.
- Tax invoice: The contractor shall attach a tax invoice as prescribed in the value added Tax legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoice shall correctly reflect the prescribed information and the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.
- All work claimed by CPG contractor must be submitted in a form of a certificate directed to the main contractor with all necessary backups supporting items claimed for, and must be certified and / or accepted by the main contractor and Engineer's Representative for invoice.

Should anyone or any combination of the above requirements not be complied with, the engineer reserves the right to exclude any amounts that may have been due for certification from payment certificate concerned and/or delay the issue of payment certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

In addition, the Engineer requires seven (7) working days to process the payment certificate once all of the above requirements are met.

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

The following requirements are necessary for the Contractor to verify compliance with legislation:

- Unit Standards for Contractors or Equivalent QCTO Qualifications are required:

Personnel	NQF	Unit Standard Titles	Skills Programme Description
Foreman / Supervisor Contracts Manager / Site Agent / Construction Manager	5	Manage Labour-Intensive Construction Processes	This unit standard and qualification must be completed.

5.11 Submission of reports

The contractor shall submit monthly reports in accordance with the specifications in Part F: Expanded Public Works Programme

C3.2: PROJECT SPECIFICATIONS**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS****PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the COLTO Standard Specifications, allowance is made for 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 the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

C.3.3.4 COMMUNITY LIASON OFFICER (CLO)

Guidelines to be provided by Lesedi Local Municipality at a later stage. However, an amount of at least R7000, 00 should be allowed for in the Bill of Quantities per CLO per month, as per the approved council resolution. And this is an all-inclusive package.

a) Duties of the Community Liaison Officer (CLO)

The Community Liaison Officer(s) shall:

- i) Be available on site daily between the hours agreed upon by the Contractor, the Employer and the Engineer from time to time;
- ii) Determine, in consultation with the Contractor, the needs of the temporary labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions.
- iii) Communicate with the Contractor and the Engineer to determine the Labour requirements with regards to numbers and skills.
- iv) Assist in maintaining relations, and when applicable partake in Labour grievance and dispute procedures;
- v) Assist in and facilitate the recruitment of suitable temporary Labour and the establishment of a labour register.
- vi) Attend all meetings in which the local community and/or labourers are present and are required to be represented.
- vii) Assist in the identification, and screening of labourers from the local community in accordance with the contractor's requirements.
- viii) Inform temporary labourers of their conditions of temporary employment, and inform temporary labourers as early as possible when their period of employment will be terminated.
- ix) Attend disciplinary proceedings to ensure that all hearings are fair and reasonable;
- x) Keep a daily written record of his interviews and community liaison activities;
- xi) Carry out specific tasks ordered by the engineer
- xii) Perform such other duties as required and agreed upon between all parties concerned

C3.4 CONSTRUCTION**C3.4.1 WORKS SPECIFICATIONS****C3.4.1.1 Applicable COLTO Standardized Specifications**

The following specifications shall apply for the construction of the Works.

- (a) COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.
- (b) Various other specifications specified in the Project Specifications.

The applicable standardized specifications for this Contract shall be the following:

Section	1100	Definitions
Section	1200	General Requirements and Provisions
Section	1300	Contractor's Site Establishment on Site and General Obligations
Section	1400	Housing, Offices and Laboratories for the Engineer's Site Personnel
Section	1500	Accommodation of Traffic
Section	1600	Overhaul
Section	1700	Clearing and Grubbing
Section	B1800	Dayworks
Section	2100	Drains
Section	3200	Selection, stockpiling and breaking-down the material from borrow pits, cuttings and existing pavement layers, and placing and compacting the
Section	3300	gravel layers Mass Earthworks
Section	3400	Pavement Layers of Gravel Material
Section	3500	Stabilisation
Section	3700	Paver-laid Pavement Layers
Section	3800	Breaking up Existing Pavement Layers
Section	4100	Prime Coat
Section	4200	Asphalt Base and Surfacing
Section	5600	Road Signs
Section	5700	Road Markings
Section	5900	Finishing the Road and Road Reserve and Treating Old Roads
Section	7300	Concrete Block Paving for Roads
Section	8100	Special Tests

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 National and International Standards

Not Applicable.

C3.4.1.3 VARIATIONS AND ADDITIONS TO THE COLTO STANDARDIZED SPECIFICATIONS**C3.4.1.3.1 Project Specifications Relating to Standard Specifications**

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for in the standard specifications.

C3.4.1.3.2 Project Specifications Referring to the Standard 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 number of each payment item in this part of the project specifications consists of the clause and the prefix PS followed by a number corresponding to the number of the relevant payment item in the standard specifications. The number of a new Clause or a new payment item, which does not form part of a Clause or a payment item in the standard specifications and is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last Clause or item number in the relevant section of the standard specifications.

PART PS: VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

PS1202 SERVICES

Delete and replace the following words in the last paragraph:

“...Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with “Clause 5.6 of the General Conditions of Contract for construction works 2015 edition.”

Add the following:

“The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

Before any work is commenced, the Contractor shall contact all private owners or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

Any damage of these services as a result of acts by the Contractor, his sub-contractors or their respective employees, shall be repaired at the Contractor's expense.

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits, electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the Contractor or otherwise, the Contractor shall immediately advise the Engineer thereof, who will further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Engineer will also decide the extent of the work, if any to be undertaken by the Contractor in removing, relocating or repairing such services.”

PS1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following as a contribution of the first paragraph

"In drawing up the programme the contractor shall make allowance for all special non-working days"

Add the following after the third paragraph:

"The programme must show clearly full details of all activities, together with the anticipated application of plant and expected cash flow diagram. The programme must make provision for the location and survey of existing services.

The Contractor must at all times give the inhabitants of a stand, at least 2 weeks' notice before starting any work which may cause them inconvenience. Should any problems or complaints be received from the homeowners, the Contractor must liaise with the Engineer's representative.

The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Penalty Clause 46 will apply on failure to comply with all the completion dates given above.

If the progress of the work falls behind the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme. The revised programme shall indicate how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 8.2 of the general conditions of contract or any granted extension of time."

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

Insert the following after the first sentence of the second paragraph:

"The programme shall include the following details;

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

PS1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

"Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

No laboratory facilities are required but the Contractor is responsible for testing of densities and all other tests for road works, bedding, backfill and bituminous surfacing. All material testing must be done by an approved laboratory and is deemed to be included in the Contractor's rates. The Contractor shall submit the test results to the Engineer and shall indicate the extent to which they meet the specified requirements. The Engineer at his discretion may undertake or order such further tests by an independent laboratory, to satisfy himself that the work is of acceptable quality conforming to the specifications. No failed tests will be paid for and is for the Contractor's expense."

As part of the Designer's responsibility to supervise and oversee quality, a Professional Engineer / Technologist will be provided for full time supervision.

PS1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Replace "clause 14" in the paragraph with "clause 4.7"

Delete "and of clause 14 of the general conditions of contract" in the sixth paragraph

Add the following:

"The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

The provisions of clause 1206 regarding measurement and payment shall apply.

PS1209 PAYMENT

(a) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates and provided for in the Summary of Bill of Quantities".

(b) The meaning of certain phrase in payment clause

- (i) Procuring and furnishing.... (material)

Add the following

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

(e) Materials on the site

Replace "clause 52" in the first line with "subclause 6.10"

PS1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

"Clause 54 of the general conditions of contract" in the fourth line of the first sentence with "Clause 5.14.1 of the General Conditions of Contract for construction works 2015, third edition".

PS1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete and replace the words in the first paragraph:

“Clause 45 of the general conditions of contract” in the first line of the first sentence with “Clause 5.12 of the general conditions of contract for construction works 2015 third edition”.

Add the following after the first paragraph:

“However, as the work to be performed will be done over short periods of time, no extension of time will be given for abnormal weather”.

PS1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

“Clause 35 of the general conditions of contract” in the second line of the first sentence with “Clause 8.1 of the General Conditions of Contract for construction works 2015 third edition”.

PS1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph:

“The Contractor will be given access to part of the site initially. As soon as additional funding becomes available further streets or part of streets will be handed to the Contractor”.

PS1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

Add the following subclause:

PS1230 LOCAL LABOUR AND TRAINING

The Contractor shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community. All other personnel and labourers shall be recruited locally.

The Contractor shall make maximum use of the human resources existing in the local community. The tenderers shall apply to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

Formal structured skills training of labour in certain fields have been done. The Training will be expected to be done in the first two months of the project when design is under way and only limited construction will take place. The Contractor shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- (a) the unavailability of sufficient numbers of local labourers to execute the work;
- (b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Contractor shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on the contract and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The minimum wage according to all people employed will be according to the requirements of the Department of Manpower.

PS1231 LABOUR BASED CONSTRUCTION METHODS

Tenderers must take into consideration that the following works may only be constructed using labour-based construction methods:

- (a) Excavation to expose existing services.
- (b) Hand excavation for concrete lined open drains.
- (c) Concrete lining for open drains.
- (d) Construction of all edge beams.
- (e) Preparation of bedding material for stormwater pipes.
- (f) Finishing of road reserve.

Where Contractors propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Contractor's tender if he should use more labour-based methods.

PS1232 COMPLIANCE WITH ACT NO 85 OF 1993

At the handing over of the site, the Contractor shall appoint a person or persons to act as responsible person(s) in terms of the act on Machinery and Occupational Safety, Act no 85 of 1993 and the appropriate regulations.

CLAUSE TO BE ADDED TO CONTRACTS BETWEEN THE COUNCIL AND CONTRACTORS IN TERMS OF SEC 37(2) OF THE OHS ACT

The Council and the Contractor hereby agree, in terms of the provisions of Section 37(2) of The Occupational Health and Safety act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- (c) 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 Council from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- (d) The Contractor agrees that any duly authorised officials of the Council shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Council any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations,

pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

PS1233DEVELOPMENT PROGRAMME

In terms of this contract, the Contractor shall implement CPG Contract Participation goals by subcontracting portions of the Works to Targeted Enterprises (as defined in Part G of this document). Further community development initiatives shall also be implemented in terms of Legacy Projects identified for the development of the community as outlined in Section 1300.

PS1234 COMMUNITY PARTICIPATION

Purpose:

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

Structure and Composition:

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

Procedures:

- The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.
- The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

Tasks of the PLC

- To assist with community liaison and resolution of disputes.
- To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- To advise on and monitor labour issues.
- To assist in resolving labour disputes.

Assistance to the PLC

- The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

PS1235 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 07h30 and 16h30 and at other time as the need arises. His normal working day will extend from 07h30 morning until 16h30 in the afternoon.

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- (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.
 - (ii) 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 Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities 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 and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(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.

PS1236 UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

PS1237 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

PS1238 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

B1239 CONTRACTOR'S CAMP SITE

The Contractor shall make his own measurements regarding the acquisitions and location of the camp site/store yard. The Contractor may assume that the site camp will be within 5 km of the site.

The proposed location of the camp site must be approved by the Engineer and the landowner concerned. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

All necessary toilet/ablution facilities, suitably screened, shall be provided by the Contractor to the satisfaction of the Health Department. The provision of the portable chemical toilets is advised. The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

The Contractor shall make his own arrangements for the necessary water connections he requires of the works. Applications for a metered water connection must be made timeously.

The Contractor shall make his own arrangements for the necessary power connections he requires for the execution of the work under this contract. Again timeous applications must be made for this connection. Electricity is available from the existing network in the municipal area, and the Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

In addition the following requirements are to be observed:

- (a) The ground levels of the camp site must not be altered without the permission of the Engineer
- (b) The Employer is indemnified in all respects through the occupation and use of the land including all claims by third parties.
- (c) The site must not be used for the accommodation of staff employed by the Contractor other than a night watchman for security purposes
- (d) No housing is available for the Contractors employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.
- (e) No informal housing or squatting will be allowed.
- (f) The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where the use of temporary facilities have to be provided.
- (g) When the land is vacated, it must be left in a clean and tidy state, which is acceptable to the Engineer.

The campsite/ store yard shall be cleared and vacated by the Contractor no later than 14 days after the date of completion of the Project unless written permission from the Engineer is obtained to occupy the site for a longer period.

PS1240 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.
- (a) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent.
- (b) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products.
In the event of spillage, prompt action shall be taken to clear the affected area.

Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.
- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

PS1241 SITE DIARY

The Contractor must keep a triplicate site diary on site, which must record the daily site activities, plant, site supervision, rainfall, site visitors, etc. This diary must be filled in daily and signed by the Contractor's Representative.

PS1242 SUB-CONTRACTORS

Contractors are encouraged to employ and train emerging subcontractors to undertake labour intensive work such as minor patching, cleaning and other related work.

PS1243 SANS BITUMEN SPECIFICATION

Where reference is made in this specification or the standard specifications to SABS bitumen specifications, the latest published national standard shall be applicable.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement 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 Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications 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.

Add the following clause:

PS1244 MEASUREMENT AND PAYMENT

Add the following new payment items:

ITEM	UNIT
PS12.01 Locating existing services (known and unknown)	No.

Locating (including use of detection devices) all services including water sewer, electricity and gas.

The rate should be used as instructed by the Engineer, for the supply or hiring of specialized detecting equipment, for the use of such equipment and for drawing up plans of the located services as specified and the physical movement of such services as necessary. Alternatively, an approved specialist firm may be employed to carry out the work

ITEM	UNIT
PS12.02 Quality control tests ordered by the Engineer Cost	Prime

Payment for quality control tests ordered by the Engineer should be made on presentation of invoices in accordance with the scale of tariffs of the approved testing laboratory. Payment shall only be made for tests on work passing the specified requirements. No payment will be made for tests on work that is rejected because the work does not comply with the specifications.

ITEM	UNIT
PS12.03 Charges and profit on PS12.02 Percentage (%)	

The percentage tendered for charges and profit on quality control tests ordered by the Engineer shall include full compensation for all cost, profit, charges, handling and transport related to the service.

ITEM	UNIT
PS12.04 Standing Time cost	day

In the event of the agreement by the Council to bear resultant additional costs involved in the suspension of the Works pursuant to Clause 5.11 of General Conditions of Contract, payment of the additional costs (if any), will be made to the Contractor as a result of standing time.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon.

The sum per working day tendered under item PS12.05 shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Engineer are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no prejudice the right of the Council or the Contractor to terminate the Contract under the provisions of Clause 9.2 or 9.3 of the General Conditions of Contract.

ITEM**UNIT****PS12.05: Remuneration of Liaison Officer (CLO)**

- (a) Remuneration of Liaison Officer (based on R 7 500/month incl. cell phone and travelling allowance)
Month

Expenditure under this sub-item to be based on minimum of **R 7 000** per CLO per month which expenditure shall include the CLO's wages and the cost of cell phone calls. The CLO's remuneration will be reviewed annually

- (b) Contractor's charge to allow for handling cost and profit in respect of sub-item PS12.05(a)%

Expenditure under this item shall be made in accordance with the general conditions of contract.

The Tendered percentage is a percentage of the amount actually spent under sub-item PS12.05(a), which shall include full compensation for the handling costs and the profit of the Contractor."

ITEM**UNIT****PS12.06: Contractors obligation i.r.o. emerging contractors
Lump sum**

Payment for sub-items PS12.06 shall be made in accordance with the general conditions of contract.

ITEM**UNIT****PS12.07: Wages & salaries of local & other labourer employed by the Contractors & emerging contractors i.r.o training periods**

- (a) Wages & salaries of local & other labourer employed by the Contractors & emerging contractors i.r.o training periods
days Man-
- (b) Accredited & approved training courses to be done at a training centre for selected local & other labourers incl. Wages during training periods
- | | |
|---|--------|
| (i) Safety Induction (SAQA ID 13973) | person |
| (ii) First Aid (SAQA ID 9995) | person |
| (iii) Concrete (SAQA ID 12916) | person |
| (iv) Hand tools (SAQA ID 12877) | person |
| (v) Small Plant (SAQA ID 12875) | person |
| (vi) Kerb Laying (SAQA ID 14575) | person |
| (vii) Paving (SAQA ID 9974) | person |
| (viii) Personal Finance (SAQA ID 9268) | person |
| (ix) Stormwater Pipe Laying (SAQA ID 14575) | person |
| (x) Stormwater Furnitures (SAQA ID 14575) | person |
- (c) Contractor's charge to allow for handling costs & profit i.r.o sub-item PS12.07(b) %

(d) In house training of emerging contractors	Lump sum
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ITEM	UNIT
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PS12.08: Relocating of services measured by length

(a) Relocating water services	km
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(b) Relocating sewer services	km
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Rate for materials for relocating of existing services, including excavations and backfill

ITEM	UNIT
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PS12.09: (a) Relocate other services (e.g. Telkom)	Prov. Sum
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(b) Charges for profit on PS 12.09(a)	%
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ITEM	UNIT
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PS12.10: Contract notice board (as instructed by Engineer)	No.
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ITEM	UNIT
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PS12.11: Complying with Lesedi Local Municipality safety specification and Contractor safety plan (OHS) (Payment only once per financial year per IPW)	Lump Sum
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ITEM	UNIT
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PS12.12: (a) Implementation of Site Management System for only Class Three Roads and above	Lump Sum
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(b) (i) Audit of Site Management System for only Class Three Roads and above	Prov. Sum
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(ii) Profit on above PS 12.12(b)	%
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ITEM	UNIT
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PS12.13: Royalties on borrow materials	m³
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ITEM	UNIT
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PS12.14: (a) Payment of personal security personnel for Engineers staff (only as directed by Engineer)	Prov. Sum
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(b) Profit on above PS12.14(a)	%
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The Contractor will appoint personal security personnel for the Engineers staff if instructed by the Engineer

ITEM	UNIT
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PS12.19: Satellite Camp Site

Note: The Contractor is to price this item for the possible erection of a “satellite camp site”, where the distance of the subsequent award exceeds 25km from the “base camp site” (erected with the first award)

(a) Erection of Satellite Camp Site

No.

1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

PS1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

“The Employer shall provide a suitable site for the establishment of the Contractor’s construction camp. The camp shall be fenced off to ensure that no unauthorized persons enter the campsite, and shall always be kept in a neat and tidy condition. The Contractor should also provide own security personnel to enforce the above-mentioned. All activities by the Contractor will be operated from this base camp.”

“PS1303 PAYMENT

Amend the following payment items:

ITEM	UNIT
PS13.01 (a) Fixed obligations	Incl.
PS13.01 (b) Value-related obligations	Incl.
PS13.01 (c) Time related obligations	Incl.

Replace the 1st paragraph, commencing with “Payment of the lump sums.....”, with the following:

The costs for sub-items (a), (b) and (c) above, shall include full compensation for all the contractor’s charges in respect of the following items, collectively termed the “contractor’s general obligations”

Replace the 5th paragraph, commencing with “The lump tendered under sub-item 13.01(a)....”, with the following:

The costs for sub-item 13.01(a) above shall cover full compensation for the fixed part of the contractor’s general obligations, i.e. that part which is substantially fixed and is not a function of the time required for the completion of the contract or of the value of the work.

Remove the 6th paragraph, commencing with “Should the final value....”.

Remove the 7th paragraph, commencing with “Payment of the lump sum tendered under sub-item 13.01(a).....” and all further related paragraphs.

Replace the paragraphs commencing with, “The lump sum tendered under sub-item 13.01(b).....”, with the following:

The costs for sub-item 13.01(b) above shall cover full compensation for that part of the contractor’s general obligations which is a function of only the value of the work, but not of the period of completion.

Replace the paragraph commencing with, "The tendered rate per month for sub-item 13.01(c).....", with the following:

The costs for sub-item 13.01(c) above shall cover full compensation for that part of the contractor's general obligations which are mainly a function of construction time.

Remove the last paragraph, commencing with "Any payment.....".

Add the following new payment Item:

ITEM

UNIT

PS13.01 (d) Provision of offices and related items for the use by the Engineer.

Refer to item C3.4.2.2(a)

1500: ACCOMMODATION OF TRAFFIC

PS1501 SCOPE

Add the following to Clause 1501:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

PS1502 GENERAL REQUIREMENTS

(b) Providing Temporary Deviations

Add to Sub-clause 1502(b) the following:

The Contractor shall keep the provincial traffic police, the municipal traffic departments and the Engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 1.5 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional

payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) Traffic Safety Officer

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates Bided for the Contractor's establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (viii) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.”

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The Contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the Engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(l) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

PS1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Delete and replace the words in the first sentence of the first paragraph of Clause 1503 with the following:

“South African Road Traffic Signs Manual” to read “South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks”.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the Bid drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following:

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, or 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 method of ballasting the sign supports shall consist of 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 Bided 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 Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the Bided rates of items PS15.03.

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 the designated time or fail to comply with the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelisation devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in 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.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) Warning devices

Add to Sub-clause 1503(e) the following:

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 shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility 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 LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are maneuvering in or out of traffic or are travelling 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 apply 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.

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 immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503:

(g) Other signs and facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) Safety jackets

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer.

PS1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

ITEM	UNIT
PS15.01: Accommodation of traffic and maintaining temporary deviations:	km

Replace the first paragraph with the following:

The unit of measurement shall be the kilometer, measured along the center lines of the respective street.

In the second paragraph, add the sentence: "The tendered rate shall also include all road signs, barricades and equipment needed to accommodate the traffic along those streets in accordance with the South African Road Signs Manual.

Add the following new payment item:

ITEM	UNIT
PS15.03: (n) Portable Rubber Speed Humps or similar	m

Add the following new payment item:

ITEM	UNIT
PS15.03: (o) Other signs or facilities	
(i) Provision of other signs or facilities	Prov. Sum
(ii) Contractors handling charges and profit in respect of sub item PS15.03 (n)(i)	%

1600: OVERHAUL

PS16.03 MEASUREMENT AND PAYMENT

Add the following new payment item:

"ITEM	UNIT
PS16.03: Overhaul on material hauled in excess of free-haul distance 10km	

(ordinary overhaul)m³-km

1700: CLEARING AND GRUBBING**PS17.04 MEASUREMENT AND PAYMENT***Add the following new item:*

"ITEM	UNIT
PS17.07: Demolish and spoil material for structures, buildings etc.	
(a) 100mm thick un-reinforced concrete paving	m ²
(b) 150mm thick un-reinforced concrete paving	m ²
(c) 100mm thick reinforced concrete paving	m ²
(d) 150mm thick reinforced concrete paving	m ²
(e) Cast in-situ concrete kerbing (all sizes)	m ²

The unit of measurement shall be the square meter of material removed from the paving or apron as instructed by the engineer.

The Bided rate shall include full compensation for all work necessary for breaking or demolishing and removing all undesirable material from structures, transport and dispose of these materials, all as specified in this section."

Add the following new payment item:

"ITEM	UNIT
PS 17.08: Hiring of Specialized Equipment for cleaning of Hydraulic Structures	Prov Sum
PS 17.09: Charges and profit on PS12.02	%

*Add new section PS1800:***1800: DAYWORK SCHEDULE**

Note: This is a new section added to the Standard Specifications.

PS1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the Engineer during the

construction period which was not foreseen at Bid stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the Engineer.

PS1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the Engineer.

PS1803 MEASUREMENT AND PAYMENT

ITEM	UNIT
-------------	-------------

PS18.01 Personnel during normal working hours:

- | | | |
|-----|---------------------------|----------|
| (f) | Unskilled labour | hour (h) |
| (g) | Semi-skilled labour | hour (h) |
| (h) | Skilled labour | hour (h) |

ITEM	UNIT
-------------	-------------

PS18.02 Plant charges:

- | | | |
|------------|--|----------|
| (a) | Tipper trucks | |
| (i) | Capacity 3m ³ (small) | hour (h) |
| (ii) | Capacity 5m ³ (medium)..... | hour (h) |
| (iii) | Capacity 10m ³ (large)..... | hour (h) |
| (b) | Flatbed trucks | |
| (i) | Capacity 2 ton (small) | hour (h) |
| (ii) | Capacity 5 ton (medium)..... | hour (h) |
| (iii) | Capacity 10 ton (large)..... | hour (h) |
| (c) | LDV (specify size) | |
| (i) | LDV up to 1 ton | hour (h) |
| (d) | Water tankers | |
| (i) | Capacity 500 litre (small) | hour (h) |
| (ii) | Capacity 8 000 litre (medium)..... | hour (h) |
| (iii) | Capacity 15 000 litre (large)..... | hour (h) |
| (e) | Crawler excavators | |
| (i) | Smaller than 93kw (small) | hour (h) |
| (ii) | Bigger than 93kw but smaller..... | hour (h) |
| (iii) | Bigger than 200kw but smaller..... | hour (h) |
| (f) | Tractor loader backhoe (TLB) | |

- (i) Smaller than 70kwhour (h)
- (g)** Walk behind vibrating rollers
 - (i) Model – Bomag 60 orhour (h)
 - (ii) Model – Bomag 76 or similar.....hour (h)
 - (iii) Model – Bomag 90 or similar.....hour (h)
- (h)** Plate compactors
 - (i) Vipac or similarhour (h)
- (i)** Rammer
 - (i) Model – Wacker or similarhour (h)
- (j)** Concrete mixers
 - (i) Volume 100 litres wet (small)hour (h)
 - (ii) Volume 175 litres wet (medium).....hour (h)
 - (iii) Volume 250 litres wet (large).....hour (h)
- (k)** Diesel compressors including hoses
 - (i) Capacity smaller than 200 cfm.....hour (h)
 - (ii) Capacity bigger than 200 cfm.....hour (h)
 - (iii) Capacity bigger than 400 cfm.....hour (h)
- (l)** Waterpump
 - (i) Capacity smaller than 400.....hour (h)
 - (ii) Capacity bigger than 400.....hour (h)
 - (iii) Capacity bigger than 600.....hour (h)
- (m)** Low-bed
 - (i) Low-bed (suitable for the largest)hour (h)
- (n)** Grader (Cat 140 G or similar)hour (h)

The unit of measurement for items PS18.01 and PS18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

The Bided rates for labour under item PS18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for

overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The Bided rates for plant for item PS18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

2200: PREFABRICATED CULVERTS

PS22.18 MEASUREMENT AND PAYMENT

Add the following new payment item:

"ITEM	UNIT
PS22.29 The raising or lowering of existing manholes, catchpits, etc.:	
(a) Adjustable height of 500mm	No.
(b) Exceeding 500mm but not 1m height	No.
(c) Exceeding 1m but not 1,5m height	No.

3100: BORROW MATERIAL

PS3103 OBTAINING BORROW MATERIALS

(a) General

The information regarding sources for certain "imported" materials is given in good faith, and the Provision of this information shall not in any way be construed as limiting or detracting from the Contractor's responsibility regarding the locating of sources for the supply of materials. Tests on samples of the materials from such sources must be submitted to the Engineer for his approval prior to the supply of materials from these sources to the Site Works.

All materials to be supplied by a Sub-Contractor must comply with the requirements specified in the appropriate clauses of the Specifications.

The Engineer's approval of the source of supply of such materials will be conditional and subject to proof being given by the Contractor to the Engineer that the specified material requirements have been included in the sub-contract and that the materials to be supplied meet the specified requirements.

Add the following new payment item:

"ITEM	UNIT
PS31.04 Guarantee to DME for rehabilitation of Borrow Pit	Lump Sum

3300: MASS EARTHWORKS**PS33.12 MEASUREMENT AND PAYMENT**

Amend the following sub-items as follows:

"ITEM

UNIT

PS33.01 Cut and borrow to fill, including free-haul up to 10km:

PS33.04 Cut to spoil including free-haul up to 10km:

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**PS3402 MATERIALS**

(a) General

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

Add the following at the end of the second paragraph:

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

Add the following after the second paragraph:

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

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.	1,50 min.	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss) *(4)	5 max.	10 max.	20 max.	30 max.

Note *

*(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 B 8110"

(b) Compaction requirements

"The minimum in situ dry density for the various layers shall be as indicated on the drawings and Pricing Schedule."

Add the following sub-clause:

“(g) Excavations

Excavations in the pavement shall be kept dry. In the event of water penetrating the underlying layers, construction of the consecutive layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without any deformation or distress."

PS34.07 MEASUREMENT AND PAYMENT

Amend the following item as follows:

“ITEM	UNIT
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PS34.01 Pavement layers constructed from gravel obtained from cut or borrow, including free-haul up to 10km:	
--	--

Add the following new item:

“ITEM	UNIT
--------------	-------------

34/PS16.02 Overhaul on material hauled in excess of 10km (ordinary overhaul)	m ³ -km
--	--------------------

PS34.14 Extra-over Item PS34.01(d) for construction of layers from commercial sources:

(a) Gravel subbase (chemically/mechanically stabilized material) compacted to

(i) 97% MOD. AASHTO density subbase layer 150mm thick m³

The unit of measurement shall be the cubic metre of compacted pavement layer and the quantity of which shall be calculated in accordance with the dimensions of the completed layer.

The Bided rate shall include full compensation for placing and compacting the material, the protection and maintenance of the layer and conducting control tests, all as specified"

3500: STABILISATION**PS3502 MATERIALS****(a) Chemical stabilizing agents**

Delete subclauses "(ii) Ordinary Portland cement" and "(iii) Portland blast-furnace cement" and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted."

Add the following:

"The Contractor must receive confirmation from the Engineer on the type and quantity of stabilizing agent before ordering."

PS3503 CHEMICAL STABILISATION**(b) Applying the stabilizing agent**

Add the following to the first paragraph:

"The Contractor's spreading method must be submitted to and approved by the Engineer before any spreading can take place."

(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. The cost of the trial section shall be deemed to be included in the rates Bided.

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."

PS35.10 MEASUREMENT AND PAYMENT**ITEM****UNIT****PS35.01 Chemical stabilizations extra over un-stabilized layers**

Replace the first paragraph with the following:

“The unit of measurement shall be the cubic metre of stabilised material, the quality of which shall be determined in accordance with final in-situ authorised dimensions of the layers treated and/or stabilised as instructed by the employer’s agent. Additional material pre-shaped to allow for finishing by cutting only will not be included in the measurement.”

ITEM

UNIT

PS35.02 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 authorized rate of application and layer dimensions. Extra stabilizer added for wastage and higher pre-shaping levels will not be included in the quantity and the cost thereof shall be deemed to be included for in the rates.”

PS4100: PRIME COAT

PS4102 MATERIALS

(b) Aggregate for blinding

Add the following sentence:

“Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties”

PS4104 WEATHER AND OTHER LIMITATIONS

Replace paragraph (g) with the following:

“(g) When the moisture content of the upper 50mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7”

PS4106 APPLICATION OF THE PRIME COAT

Add the following to paragraph (c)

“The nominal application rate of the prime shall be 0,8 l/m². Unless directed otherwise by the engineer or indicated on the drawings, the edges of the primed surface shall be 150mm wider than the edges of the surfacing.”

PS4108 TOLERANCES

Replace the first paragraph with the following:

"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the Engineer. The Engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

PS41.10 MEASUREMENT AND PAYMENT

Add the following new item:

"ITEM	UNIT
PS41.01 (f) ELO type emulsion I	

The unit of measure shall be the litre of priming material measured at spraying temperature and sprayed as required.

The Bided rate shall include full compensation for supplying the priming material, cleaning and watering the layer to be primed, applying the priming material and maintaining the primed surface as specified"

5200: GABIONS

PS52.05 MEASUREMENT AND PAYMENT

Amend the following new payment item:

"ITEM	UNIT
PS52.05 Surface preparation	

(a) Cavities filled with approved excavated material or rock and compacted to 90%

MOD. AASHTO density m²

5600: ROAD SIGNS

PS56.09 MEASUREMENT AND PAYMENT

Amend the following new payment item as follows:

"ITEM	UNIT
PS56.03 Road sign supports (overhead road sign structures excluded)	

(a) Steel tubing (dig galvanized D-profile) kg²

6100: FOUNDATION FOR STRUCTURES

PS61.15 MEASUREMENT AND PAYMENT

Amend the following new payment item as follows:

“ITEM	UNIT
-------	------

PS61.15 Establishment on the site for piling

(a) Establishment on the site for Down the Hammer Percussion drilling technique Pile for 457mm diameter piles working load 2000KN Sum	Lump
--	------

(b) Construction of suitable pile platforms, platform maintenance and protection against erosion and subsequent removal of all piling platforms Inclusive of all related levelling, excavations, earthworks, compaction and all work pertaining to piling platforms.	Lump Sum
--	----------

PS61.17 MEASUREMENT AND PAYMENT*Amend the following new payment item as follows:*

“ITEM	UNIT
-------	------

PS61.17 Percussion bored holes for piles with a 457mm diameter through material situated within the following successive depth ranges:

(b) Bored holes :

(1) 0 m up to 10 m	m
--------------------	---

(2) Exceeding 10 m and up to 15 m	m
-----------------------------------	---

PS61.27 MEASUREMENT AND PAYMENT*Amend the following new payment item as follows:*

“ITEM	UNIT
-------	------

PS61.27 Socketing piles 4m into rock formation, class R2 to class R3 (soft rock to medium hard rock)

(a) Class R2 rock	No
-------------------	----

(b) Class R3 rock	No
-------------------	----

PS61.50 MEASUREMENT AND PAYMENT*Amend the following new payment item as follows:*

“ITEM	UNIT
-------	------

PS61.50 Nuclear integrity testing on bored piles:

(a) Construct 5.0 m long calibration pile of 457 mm diameter	No
--	----

(b) Installing 85 mm OD steel ducts in piles (one pile per support) for the purpose of core drilling and/or sonar testing (4 No. per pile to 500mm above rock socket) for the purpose of core drilling and/or sonar testing	m
---	---

PS61.51 MEASUREMENT AND PAYMENT*Amend the following new payment item as follows:*

“ITEM	UNIT
-------	------

PS61.51 Sonar testing of Percussion bored piles

- (a) Performing integrity test using:
 (i) CSL Method

No

PS61.52 MEASUREMENT AND PAYMENT

Amend the following new payment item as follows:

“ITEM	UNIT
-------	------

PS61.52 Grouting up of ducts in piles

m

6600: CONCRETE BLOCK PAVING FOR ROADS

Amend the following new payment item as follows:

“ITEM	UNIT
-------	------

PS66.16 Establishment on the site for piling**Concrete/Polycrrete pedestrian handrailing parapets**

- (a) Supply and install concrete/ polycrrete pedestrian handrailing (1000x60) as detailed including all accessories and including coring into the Deck and/or abutment upstands as detailed.

m

Add the following new payment item:

“ITEM	UNIT
-------	------

PS66.28 Bridge Sidewalks

- (o) Supply and place bridge deck walkway as detailed (1900mm wide with average 250mm thick) including: infill sand, in-situ concrete, 5x110mm dia. service duct pipes and precast concrete kerb, as detailed.

m

7300: CONCRETE BLOCK PAVING FOR ROADS

Add the following new payment item:

“ITEM	UNIT
-------	------

PS73.04 Existing paving

- (a) Lifting up existing paving blocks including neatly stacking on site designated by the Engineer

- | | |
|-------------------------------|----------------|
| (i) 60mm interlocking paving | m ² |
| (ii) 80mm interlocking paving | m ² |
| (iii) 50mm Clay brick paving | m ² |
| (iv) 75mm Clay brick paving | m ² |

- (b) Lifting up existing paving blocks and spoil material

(i)	60mm interlocking paving	m ²
(ii)	80mm interlocking paving	m ²
(iii)	50mm Clay brick paving	m ²
(iv)	75mm Clay brick paving	m ²

“ITEM**UNIT****PS73.05 Reinstatement of existing paving**

- (a) Take from stockpile on site existing paving blocks and reinstate in similar position, including levelling and compacting earthworks to 93% MOD. AASHTO density, supply and lay new 20mm river sand bedding and relay existing bricks compacting and brooming.

(i)	60mm interlocking paving	m ²
(ii)	80mm interlocking paving	m ²
(iii)	50mm Clay brick paving	m ²
(iv)	75mm Clay brick paving	m ²

“ITEM**UNIT****PS73.06 Polyethylene sheeting: Extra-over Item 73.01**

(i)	0,15mm thick	m ²
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Add new section PS9000:

PS9000: MISCELLANEOUS ACTION

Note: This is a new section added to the Standard Specifications.

PS9001 MEASUREMENT AND PAYMENT**ITEM UNIT****PS90.01 Traffic calming devices:**

(p)	Asphalt speed humps complete as detailed, to suit road widthmeter (m)
(q)	Raised pedestrian crossing complete as detailed, to suit road widthmeter (m)
(r)	Extra over item (a) above for road markings complete per speed hump as detailed..... Number (No)
(s)	Extra over item (b) above for road markings complete per raised pedestrian crossing as detailed.....Number (No)
(t)	Extra over item (a) above for the complete supply and erection of road signs per speed hump as detailed.....Number (No)
(u)	Extra over item (b) above for the complete supply and erection of road signs per raised pedestrian crossing as detailed.....Number (No)

The unit of measurement for asphalt speed hump & raised pedestrian crossing shall be the meter of the total length of speed humps constructed complete to suit road width as detailed. The unit of measurement for road markings or raised pedestrian crossing shall be for the number of speed humps or raised pedestrian crossings painted complete as detailed. The unit of measurement for erection of road signs shall

be for the number of speed humps or raised pedestrian crossings complete with all the road signs as detailed.

The Bided rates shall include full compensation for the procuring of material from commercial sources, furnishing and installation of all the items required for a complete speed hump, excavation, placing and compacting the material, including transporting the material over an unlimited free-haul distance, protection and maintenance of the layer and the conducting of control tests, road markings and road signs all as specified.”

3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and subcontractors staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.).

- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.

- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.,) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.,) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

3.3 PARTICULAR SPECIFICATIONS

PART E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatarly to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

Potential Risk Identified: Delays due to the approval of a work permit from the Department of Labour.

Key mitigating measure: -Timely submission of an application to the Department of Labour.
-Continuous correspondence and follow up on progress regarding approval.

Potential Risk Identified: Local labour unrest

Key mitigating measure: A CLO, who has the respect of the community, to be appointed at the start of the contract. All other affected parties, including Councillors, taxi associations, civic organisations, to be involved from the beginning. EPWP contract rates to be clearly defined prior to the labour signing contracts agreeing to them. as part of the contract, experienced staff is to be assigned by the contractor to provide technical mentorship and guidance.

Guidelines for construction and maintenance projects under Covid-19 Lockdown The Employer shall prepare guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for on-site construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government.

The guidelines have been included as Annexure A at the end of this Project Document.

"This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not

identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract 2015. In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) **Employer's Agent** where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer's Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Bill of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J 'Contractor's Health and Safety Declaration' in section T2.2 'Returnable Schedules'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the

Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of

the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with all requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Bill of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

ANNEXURE 2 (to OHSA 1993 Health and Safety Specification)

To: The Provincial Director, Department of Labour,

ANNEXURE 2

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of Contractor:
.....
- (b) Name and telephone number of Contractor's contact person:
.....
2. Contractor's compensation registration number:
.....
3. (a) Name and postal address of Employer:
.....
- (b) Name and telephone number of Employer's contact person or agent:
.....
4. (a) Name and postal address of designer(s) for the project:
.....
- (b) Name and telephone number of designer's(s') contact person(s):
.....
5. Name and telephone number of Contractor's Construction Manager on site appointed in terms of regulation 8(1):
.....
6. Name(s) of Contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):
.....
.....
.....

ANNEXURE 2 - Continued

7. Exact physical address of the construction site or site office:

.....

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of subcontractors on the construction site accountable to Contractor:

.....

13. Name(s) of subcontractors already selected:

.....

.....
Contractor

.....
Date

.....
Employer's Agent (where applicable)

.....
Date

.....
Employer

.....
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR
PRIOR TO COMMENCEMENT OF WORK ON SITE.

C3.3 PARTICULAR SPECIFICATIONS

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This Part F provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP). **(NOT APPLICABLE TO THIS CONTRACT)**

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

F1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1.1 Labour-intensive construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in C2.1 Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at Minimum NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at Minimum NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications..

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F3 of this Part F.

F1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

F1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with physical impairment.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

F1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

F1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

As per Gazette rate per task (for task – rated workers);
or

As per Gazette rate per day (for time – rated workers).

During those periods when an EPWP worker be engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

F1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

F1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;

- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
 - Masks
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;
 - Kidney belts;
 - Safety harnesses; and
 - Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or

- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

F1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

F1.10 Payment matters relating to the EPWP work

F1.10.1 General

No separate pay items shall be provided in terms of Part F of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

F1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

F1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times C_A$$

where:

- E is the specified minimum percentage for local labour content
- E₀ is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved. The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

F2. NATIONAL YOUTH SERVICE (NYS) (NOT APPLICABLE TO THIS CONTRACT)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

F2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

F2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and

Ministerial Determination as described in clause F1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

F2.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

F2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 5 youths for the first 6-month cycle only, followed by the employment of 5 different youths for the second 6-month cycle only.

F2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F2.6 Employment of NYS workers (NOT APPLICABLE)

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (d) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F1.5 above.

F2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry);
and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F4 below).

F2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F2.9 Apparel and tools for NYS workers

The content of clause F1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in Part F of the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

F2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to

the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Bill of Quantities for this purpose.

F2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

F3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F3.2 below.

F3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this Part F of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

F3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

F3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

F3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

F3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer.

The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

F4. PROVISION OF STRUCTURED TRAINING (NOT APPLICABLE TO THIS CONTRACT)

F4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be implemented, measured and paid for in accordance with the requirements of this Part F: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training (also refer to G1009.9 in Part G).

Construction skills training comprises specific on-task skills training (also refer to G1009.11 in Part G).

F4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

F4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

F4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners. The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za): The contractor shall develop a plan which is to be approved by the client and which will comprise units standards from the qualifications below and which are aligned to the activities occurring throughout the project:

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent (or the approval of the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable), and the Contractor shall, if so instructed by the Employer's Agent or the PMT, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;

-
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
 - (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
 - (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

F4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

F4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part F or Part G of the Particular Specifications.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

**F5. MEASUREMENT AND PAYMENT
(NOT APPLICABLE TO THIS CONTRACT)**

Item		Unit
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F5.01	Provision of the training venue facility, including the cost of transporting the learners to and from this facility	lump sum (Sum)
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The tendered lump sum for subitem F5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item	Unit
F5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:	
(c) Construction skills:	
(i) Training costs provisional sum (Prov sum)	
(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above percentage (%)	

Expenditure under subitems F5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

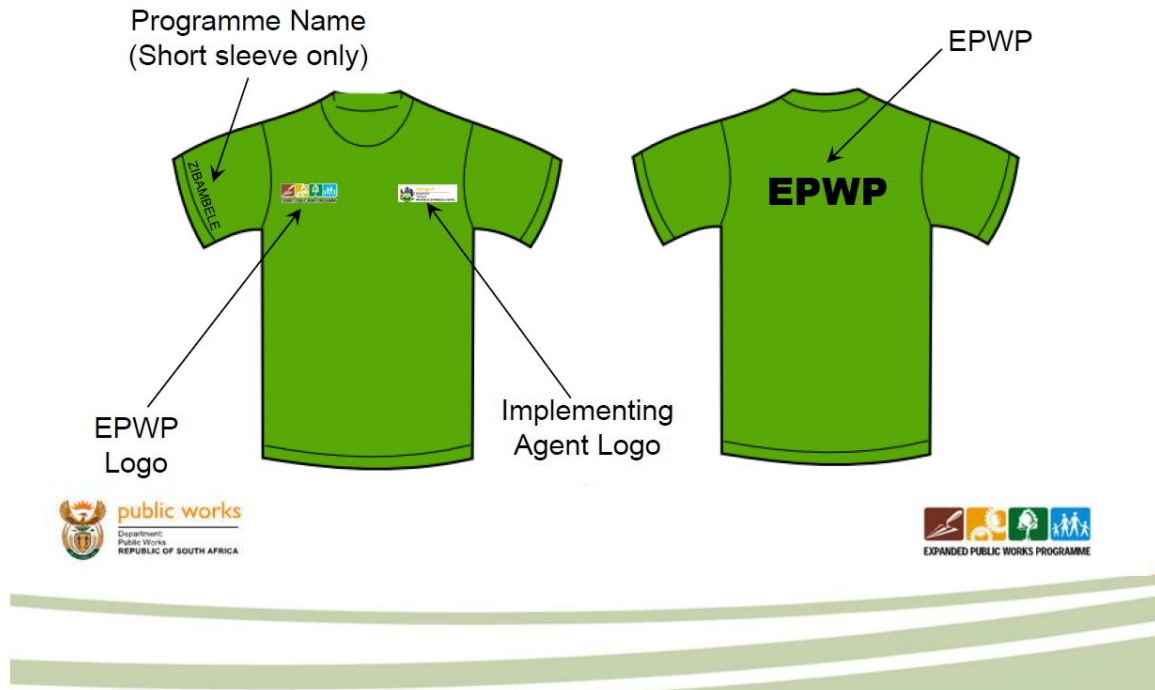
The provisional sum for each of subitems F5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems F5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems F5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems F5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence (refer to G1009.7 in Part G) with respect to each Targeted Enterprise subcontractor.

The provisional sum for subitem F5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem F5.01.

The tendered percentage for subitem F5.02(d)(ii) is the percentage of the amount actually spent under subitem F5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples

National Projects


Department: Public Works
REPUBLIC OF SOUTH AFRICA


Department: Transport
REPUBLIC OF SOUTH AFRICA


Department: Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Contains National Coat Of Arms and name

Provincial Department Projects


Department: Agriculture & Environmental Affairs
PROVINCE OF KWAZULU-NATAL


Department: Transport
Province of KwaZulu-Natal


Department: Education
PROVINCE OF KWAZULU-NATAL

Contains Provincial Coat Of Arms and name

Municipal Projects


Ugu District Municipality


ETHEKEZI MUNICIPALITY

EPWP LOGO


EXPANDED PUBLIC WORKS PROGRAMME

The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.


EXPANDED PUBLIC WORKS PROGRAMME

PLEASE VERIFY WHICH LOGO NEEDS TO USED

Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



PRO FORMA EPWP CONTRACT OF EMPLOYMENTContractor's
Logo**EXPANDED PUBLIC WORKS PROGRAMME***This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.***EPWP CONTRACT OF EMPLOYMENT between****Employer Details**

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And**Employee Details**

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Highest Education Level Achieved	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Grant type:	
Grant Received (Y/N)	Yes ☐ No ☐		

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

Contractor's
Logo

EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between**Employer Details**

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes ☐ No ☐	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
	Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service**1. Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) "worker" means any person working in an elementary occupation on an EPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work –
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker's daily task rate, if the worker works for less than four hours;
 - b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a) absent from work for more than two consecutive days; or
 - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
 - a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

Employer	Employee
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- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
- 18. Termination**
- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 19. Certificate of Service**
- 19.1. On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
 - the name and address of the employer;
 - the EPWP on which the worker worked;
 - the work performed by the worker;
 - any training received by the worker as part of the EPWP;
 - the period for which the worker worked on the EPWP;
 - any other information agreed on by the employer and worker.
- Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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**EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	LESEDI
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	LESEDI LOCAL MUNICIPALITY
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)</i>	LESEDI LOCAL MUNICIPALITY
Implementing public body type	<i>In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)</i>	Provincial
Public body that will implement the project	<i>Which institution that implements the project?</i>	LESEDI LOCAL MUNICIPALITY
Project Implementation		
Is this the project on the municipal IDP	<i>Yes / No</i>	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A

EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		LESEDI
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	LESEDI LOCAL MUNICIPALITY
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	LESEDI LOCAL MUNICIPALITY
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Provincial

Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	LESEDI LOCAL MUNICIPALITY
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number allocated to the project		N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	LESEDI LOCAL MUNICIPALITY
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Unit of measure of primary	<i>Eg. m, m², m³, km, no, ha etc</i>	

output		
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	
Contact person		
Title	<i>Person responsible for the Project in the Public Body (Project Manager)</i>	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

[illegible]

[illegible]

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		April
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded	Official Name	

Project		
Surname of Official Who Branded Project	<i>Official Surname</i>	
Phone number of official who erected branding for the project	<i>Official contact number</i>	
Give the public body reference and name, and organisational details of the person that provided branding.	<i>Public body details (reference & name)</i>	

APPOINTMENT OF TWO (2) SERVICE PROVIDERS FOR THE CONSTRUCTION OF ROADS AND STORMWATER PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code

PART G: SMALL CONTRACTOR DEVELOPMENT

G1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

In terms of this contract, the Contractor shall effect such development by subcontracting portions of the Works to Targeted Enterprises (as defined in clause G1002(a) below) such that the combined accumulated monetary value of the work undertaken and achieved by such Targeted Enterprises equals or exceeds the monetary value of the target set by the Employer for such work.

G1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE or 4CE or 5CE or 6CE and which is also registered by the CIDB as Potentially Emerging (PE).

The CPG scope in terms of Part G of this contract has been reserved for execution using only the following prescribed minimum numbers of Targeted Enterprise subcontractors registered with the CIDB in each of the contractor grading designations indicated:

- Grade 1CE-5CE (minimum of 2 x Targeted Enterprise subcontractors prescribed)

Areas other than construction may, in addition, be utilised to achieve the minimum subcontracting goals required by this tender, and these may include, amongst others, materials, training, and security.

Ownership of the Targeted Enterprise must be a minimum of 51% from the following groups - African, Black Women, Black Youth, Physically impaired, Military Veterans.

A minimum of one subcontractor must be 51% owned by a Targeted Enterprise from each of the following groups - African, Black Women, Black Youth, Physically impaired, Military Veterans.

The Targeted Enterprise must be based in the Local Municipality (and ideally within the relevant ward) as determined by the Central Supplier Database (CSD).

The Targeted enterprise must have a valid level 1 to 3 B-BBEE certificate.

The sum of all subcontracting to subcontractors with a B-BBEE level lower than the main contractor may not exceed 25%.

Targeted Enterprises must be registered on the Central Supplier Database (CSD), tax compliant, and compliant with all other CSD verifications.

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No. 1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

G1003 CONTRACT PARTICIPATION

(a) Objective

Government's objective for this contract in terms of its broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives. The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities. The target rand value will be measured as that specified target percentage of the Contractor's final certified value of work completed (excluding CPA and VAT) measured at the date of issue of the Certificate of Completion. The Contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding CPA and VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises})$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

The value of the Provisional Sums scheduled under item G10.02 of Part G of the schedule of quantities shall not necessarily make up the full value of the works required to meet the CPG target set by the Employer. It is the Contractor's responsibility to assess the work required to meet the CPG target and, if necessary, to engage Targeted Enterprises to execute work on the main contract as well to ensure that the CPG target is achieved.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding CPA and VAT) of contribution by Targeted Enterprises}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG.

The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

$$\begin{aligned} \text{Penalty} &= 5\% \text{ of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)} \\ &= 5\% \text{ of (CPG - CPP)} \end{aligned}$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record keeping and Portfolio of Evidence

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract.

The Contractor shall keep comprehensive records of the training given to each trainee and, at the successful completion of each training course, each trainee shall be issued with a certificate indicating the course content as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Employer's Agent.

The Contractor is also required to develop and/or maintain a portfolio of evidence for each Targeted Enterprise as described in clause G1009.7 below.

G1004 TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

The Contractor shall refer to the schedule of quantities contained in these Particular Specifications and to any other construction activities required to execute the Works in terms of this contract to determine how he intends to unbundle or package specific subcontracts for Targeted Enterprises and shall present his proposal to the Engineer for approval.

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprises.

In compiling the subcontract tender documents, the Contractor shall also include in each tender document any Tender Rules that may be relevant, and shall also include the proposed subcontract agreement. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

Draft tender documents invites tenders from Targeted Enterprises, who will be invited in consultation with the local PLC.

The contractor shall conduct a compulsory briefing session to explain the Works required and the tender process to the Targeted Enterprises.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box of design approved located at the Contractor's site office.

The Contractor shall evaluate the tenders and shall submit the tender adjudication report for each subcontract to the Engineer for review prior to award of each subcontract.

It shall be a condition of tender that the subcontractors appointed as Targeted Enterprises are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE or 4CE or 5CE or 6CE and are also registered by the CIDB as Potentially Emerging (PE).

It shall also be a condition of tender that Targeted Enterprises shall include in their tender submission the following documentation:

1. Valid letter of good standing from the Department of Labour.
2. A tax compliance status report.
4. Bank account details certified by the bank.
5. Certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender.

The tender documents shall also contain the proposed subcontract agreement in accordance with clause G1007.1.

G1006 GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISE SUBCONTRACTORS

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that the Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (iv) ensure that the contract participation goals and objectives are achieved.

G1007 MANAGEMENT OF TARGETED ENTERPRISE SUBCONTRACTS

The Contractor shall conclude the subcontract agreements, and provide the necessary management support to the Targeted Enterprise subcontractors. Failure by a Targeted Enterprise subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

G1007.1 Compilation of Subcontract conclusion agreement

- (a) The Contractor in liaison with the PMT shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of subclause 4.4 of the

General Conditions of Contract for Construction Works 3rd Edition 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.

- (b) The terms and conditions of the subcontract agreement shall also specify the following:
- (i) an entitlement of the Targeted Enterprise subcontractor to receive such training as is contemplated in this contract;
 - (ii) an obligation on the Targeted Enterprise subcontractor to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
 - (v) the training to be provided to the workers; and
 - (vi) the terms and conditions relating to payment of the Targeted Enterprise subcontractor. Such terms and conditions shall also include a clause stipulating that payment to a Targeted Enterprise subcontractor for work done shall be made within 30 days of the submission of the invoice by the Targeted Enterprise subcontractor to the Contractor. In the event of failure by the Contractor to make the payment by the due date, he shall pay to the Targeted Enterprise subcontractor interest, at the prime overdraft rate charged by the Targeted Enterprise subcontractor's bank, compounded monthly, on all overdue payments from the date on which the same should have been paid to the date when payment is effected, without prejudice to the Targeted Enterprise subcontractor's other rights under the contract or by law.

G1007.2 Quality of work and performance of the subcontractor

- (a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.
- (b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

G1007.3 Dispute avoidance and resolution procedures

- (a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken.
- (b) If the subcontractor, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:
- (i) acceptable standard of work as set out in the specifications;
 - (ii) progress in accordance with the time constraints in the subcontractor's tender document;
 - (iii) punctual and full payment of the workforce and suppliers;
 - (iv) site safety; and
 - (v) accommodation of traffic.

-
- (c) The subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the subcontractor to comply with deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the PMT is satisfied that the Contractor has made every effort to correct the performance of the subcontractor.
- (d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to be have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

**G1008 SPECIFIC WORK TO BE CARRIED OUT BY TARGETED ENTERPRISE
SUBCONTRACTORS**

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprises in order to assist the Contractor in achieving his CPG:

1. Clearing and grubbing.
2. Construction and clearing of drains.
3. Installation of prefabricated culverts including inlet and outlet structures.
4. Concrete channelling and concrete linings for open drains.
5. Pitching, stonework and protection against erosion.
6. Construction of gabions.
7. The establishment and maintaining of a material crushing plant on site
8. Erection of road signs.
9. Finishing the road and road reserve.
10. Other work identified by the Employer to be executed in the community area.

G1011 MEASUREMENT AND PAYMENT**Note:**

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this Part G: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Part F: Requirements of the Expanded Public Works Programme (EPWP).

Item		Unit
-------------	--	-------------

G11.01 Procurement of Targeted Enterprise subcontractors as described in Part G:

- | | | |
|-----|--|-------------|
| (a) | Contractor's charge for the management and execution of the procurement process for Targeted Enterprise subcontractors: | |
| (i) | Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors (5 x individual tenders <u>prescribed</u> , 2 copies of the tender document required for each individual tender) | number (No) |

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Part G.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PMT, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

Add the following new payment item

"Item		Unit
--------------	--	-------------

G11.04 Penalties:

- | | | |
|-----|---|----|
| (a) | Fixed penalty for non-compliance for Contract Participation Goals requirements per occurrence requirements per occurrence | No |
|-----|---|----|

A fixed penalty deduction will be calculated in accordance with item G11.04(a)

C4: SITE INFORMATION

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C4.1 LOCALITY PLAN

The proposed construction site is located on Devon and KwaZenzele. Please refer to the locality map below. It is expected that layey fine sands, ferric rete and clay will be encountered in excavations.



PROJECT BOARD



C4.3 EXISTING SERVICES REPORT

1. Location of services

The known services on the site include Electrical Infrastructure, Communication Infrastructure, Water Infrastructure.

The following services are scheduled for relocation under this contract: As above.

It is also expected that unknown buried domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall therefore make every effort to establish the location of any such unknown services in a particular area prior to excavations commencing in that area. Such efforts shall include the Contractor conducting a thorough visual surface inspection for services in the area, and also diligently enquiring of local landowners as to whether there are any known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. Exploratory hand excavation trenching work shall be carried out where necessary to establish the exact position of buried services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

2. Liaison with service owners

Immediately after the site has been handed over to the Contractor and prior to the commencement of any construction work on the site, the Contractor shall arrange a meeting with the relevant authorities to establish the exact location of the various services affected (if any), to plan the necessary services relocations (if required) and to obtain contact details for the service owners' technical and emergency staff.

Where services relocations are required, the Contractor shall arrange regular planning meetings with the service owners until such time as the services have been relocated and commissioned and the existing services uplifted and removed.

3. Protection of existing services

Prior to the commencement of any construction work on the site, the Contractor shall establish markers at 50 m centres (or closer where necessary), clearly delineating the routes traversed by the services within the road reserve as confirmed by the service owners.

Excavation operations shall commence only after the existing services within or in the near vicinity of the excavations have been suitably protected against damage.

The Contractor shall take particular care when carrying out blasting, pneumatic or mechanical breaking, and general excavation operations in the vicinity of the services, and subcontractors, foremen and plant operators shall be fully briefed on precautionary measures to be taken before excavation commences in these areas.

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting. A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless

(a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and

(b) the firing mechanism is so designed that the explosive powered tool will not function unless

(i) it is held against the surface with a force of at least twice its weight; and

(ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions. During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

4. Relocation of services

Should any services need to be relocated, the Contractor shall be required to assist the service owner with programming, organising and carrying out the relocation work, in order to minimise any delays in the construction.

5. Payment for the services relocation work

A provisional sum has been provided under section 1200 of the schedule of quantities to cover the costs of any protection, relocation, realignment, removal or replacement of services that may arise.