



## BLOUBERG MUNICIPALITY

UPGRADING OF AVON INTERNAL STREETS AND STORM WATER- PHASE V

(CONTRACT NO.: BM 02/19/20)

(AUGUST 2019)

### TENDER DOCUMENT

TENDERER: \_\_\_\_\_

AMOUNT TENDERED: \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

\_\_\_\_\_

CIDB REGISTRATION NUMBER: \_\_\_\_\_

CIDB GRADING: \_\_\_\_\_

TENDER CLOSURE DATE: \_\_\_\_\_

*Issued by:*

The Municipal Manager  
Blouberg Municipality  
P.O.Box 1593  
Senwabarwana, 0790  
Tel: (015) 505 7100  
Fax: (015) 505 0568/0296

*Prepared by:*



T2-Tech Consulting Engineers  
P.O.Box. 233  
Fauna Park, 0787  
Polokwane  
Tel: (015) 291 3320  
Fax: (015) 295 2116



**EXPANDED PUBLIC WORKS PROGRAMME**

*BLOUBERG MUNICIPALITY*

**CONTRACT No. BM 02/19/20**

**FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

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T.1

# **THE TENDER**

**PART T1 : TENDERING PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**

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T.2

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CONTRACT No. BM 02/19/20

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



AVON INTERNAL STREETS & STORMWATER - PHASE V

CONTRACT NO: BM02/19/20

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

BLOUBERG MUNICIPALITY INVITES TENDERS FOR:

PROJECT NUMBER	PROJECT NAME AND DESCRIPTION	EVALUATION CRITERIA	REQUIRED CIDB GRADING	COMPULSORY BRIEFING SESSION	CLOSING DATE	CONTACT PERSON
BM02/19/20	Avon Internal streets and storm water- Phase V	Price = 80 Equity = 20 (refer to the B-BBEE status level of contributor points table below).60/100 points for Functionality	6CEPE or Higher	<b>Date:</b> 22/08/ 2019  <b>Venue:</b> Avon Graveyard (next to Avon Tribal Authorities)  <b>Time:</b> 11:00am	<b>Date:</b> 16 September 2019  <b>Time:</b> 11:00am	Makobela MM  (SCM Manager)  and  Rabumbulu M.H  (PMU Manager) on (015)505 7100

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**B-BBEE STATUS LEVEL OF CONTRIBUTOR POINTS FOR 80/20**

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS</b>
	<b>80/20</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

**Mandatory requirements:** Company Registration certificate, Certified copies of ID Documents for members/ Directors of Company, Company Profile with list of experience projects and traceable references (appointment letters and completion certificates), Proof of registration with the Construction Industry Development Board (CIDB) where applicable, Valid Letter of Good Standing from the Department of labour (COIDA), Proof of Municipal Account in good standing order, Joint Venture Agreement in cases of a Joint Venture. Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report), fully completed and signed MBD1 to MBD 9 forms (downloadable from <http://www.blouberg.gov.za>).

**The following conditions and rules will apply for these projects**

N.B: Contractors outside Blouberg Municipality must submit the letter of intention to subcontract with Local contractors (within Blouberg Municipality) at least 25% minimum threshold.

As for turnkey project the consultant must submit the proposal together with the tender document of the Contractor (6CE PE or Higher).

The Municipality adhere to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy

No bids will be accepted from persons in the service of the state.

The descriptions of the Construction Industry Development Board (CIDB) will apply.

Tender documents for the above projects are downloadable from Blouberg Municipality's website <http://www.blouberg.gov.za>, at No fee.

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Tender closure is as per the table above, public opening will follow immediately after closure. Tender documents must be deposited in the Tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number.

Certified copy of the latest Municipal Account with Municipal rates & services charges for both the Director and Company, Those who are leasing must attach the lease agreement and certified rates and services charges for the owner of the premises, (NB Bidders may not be in arrears for more than 3 Months with these rates and charges.) or and the companies that are operating from the rural areas must submit the certified proof of residential address letters from the tribal authorities.

Bids must only be submitted on the documentation provided by SCM unit of Blouberg Municipality Telegraphic, Telephonic, facsimile, e-mailed, incomplete, pencilled and undersigned and late Tenders will not be accepted.

The Municipality is not obliged to accept the lowest bidder or ant bidder.



# BLOUBERG MUNICIPALITY

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## FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the <b>Blouberg Local Municipality</b> .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <ul style="list-style-type: none"><li>T1.1 Tender notice and invitation to tender</li><li>T1.2 Tender Data</li></ul> <p>Part T2: Returnable documents</p> <ul style="list-style-type: none"><li>T2.1 Returnable Schedules required for Tender Evaluation</li><li>T2.2 Other Documents required for Tender Evaluation</li><li>T2.3 Returnable Schedules that will be incorporated into the Contract</li><li>T2.4 Other Schedules and Documents that will be Incorporated into the Contract</li></ul> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"><li>C1.1 Form of Offer and Acceptance</li><li>C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</li><li>C1.3 Guarantee</li><li>C1.4 Contract Data</li></ul> <p>Part C2: Pricing data</p> <ul style="list-style-type: none"><li>C2.1 Pricing instructions</li><li>C2.2 Bills of quantities</li></ul> <p>Part C3: Scope of work</p> <ul style="list-style-type: none"><li>C3.1 Description of Works</li><li>C3.2 Engineering</li><li>C3.3 Procurement</li></ul>

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Subclause	Data
	<p>C3.4 Construction C3.5 Management Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Proforma Documents C5.2 : Blouberg Local Municipality Supply Chain Policy C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is: Name: <b>T2 Tech Consulting Engineers,</b> Address: <b>16 A Church street,</b> Polokwane, <b>0699.</b> Tel: <b>(015) 291 3320</b> Fax: <b>(015) 295 2116</b> E-mail: <b>office@t2tech.co.za</b></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6CE PE</b> or <b>higher</b> class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li><li>2. the lead partner has a contractor grading designation in the <b>6CE PE</b> or <b>higher</b> class of construction work; and</li><li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6CE PE</b> or <b>higher</b> class of construction work are eligible to submit tenders.</li></ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are: Location: <b>Avon Graveyard next to Avon Tribal Authority</b> Date: <b>22 August 2019</b> Confirmation of attendance to be notified at least one full working day in advance to:</p>

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FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V

Subclause	Data
	Name: Tebogo Makgoka (T2 Tech Consulting Engineers) Tel.: (015) 291 3320 Cell.: 067 124 6020 Fax: (015) 295 2116 e-mail: office@t2tech.co.za
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Reception Area, Blouberg Municipal Offices, Senwabarwana</b></p> <p>Identification details: <b>"TENDER NO. BM02/19/20 for " AVON INTERNAL STREETS &amp; STORMWATER - PHASE V"</b></p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	<b>Closing time for submission of tender offers is: 11h00 hours on 16 September 2019</b>
F.2.15	<b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>
F.2.1.5	The tender offer validity period is <b>90 days</b> .

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Subclause	Data
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	<b>The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.</b>
F.3.4	The time and location for opening of tender offers: Time: 16 September 2019  Location: <b>Reception Area, Blouberg Municipal Office</b>
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained below.</p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for functionality and price of the bid/proposal</p> <p>W<sub>1</sub> = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1000 000.</p> <p>P<sub>t</sub> = Rand value of tender under consideration</p> <p>P<sub>min</sub> = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p><b>Tender preferences claimed (80/20)</b></p> <p>Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below</p>

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Subclause	Data																						
	<table border="1" data-bbox="384 412 1390 1032"> <thead> <tr> <th data-bbox="384 412 1002 488">B-BBEE STATUS LEVEL OF CONTRIBUTOR</th> <th data-bbox="1002 412 1390 488">NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 488 1002 557"></td> <td data-bbox="1002 488 1390 557"><b>80/20</b></td> </tr> <tr> <td data-bbox="384 557 1002 609">1</td> <td data-bbox="1002 557 1390 609">20</td> </tr> <tr> <td data-bbox="384 609 1002 660">2</td> <td data-bbox="1002 609 1390 660">18</td> </tr> <tr> <td data-bbox="384 660 1002 712">3</td> <td data-bbox="1002 660 1390 712">16</td> </tr> <tr> <td data-bbox="384 712 1002 763">4</td> <td data-bbox="1002 712 1390 763">12</td> </tr> <tr> <td data-bbox="384 763 1002 815">5</td> <td data-bbox="1002 763 1390 815">8</td> </tr> <tr> <td data-bbox="384 815 1002 866">6</td> <td data-bbox="1002 815 1390 866">6</td> </tr> <tr> <td data-bbox="384 866 1002 918">7</td> <td data-bbox="1002 866 1390 918">4</td> </tr> <tr> <td data-bbox="384 918 1002 969">8</td> <td data-bbox="1002 918 1390 969">2</td> </tr> <tr> <td data-bbox="384 969 1002 1032">Non-Compliant Contributor</td> <td data-bbox="1002 969 1390 1032">0</td> </tr> </tbody> </table> <p data-bbox="371 1066 1426 1137">The points scored by a tenderer in respect of B-BBEE contribution must be added to the points scored for price as calculated</p>	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS		<b>80/20</b>	1	20	2	18	3	16	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS																						
	<b>80/20</b>																						
1	20																						
2	18																						
3	16																						
4	12																						
5	8																						
6	6																						
7	4																						
8	2																						
Non-Compliant Contributor	0																						
F3.13.1	<p data-bbox="371 1167 1058 1196">Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li data-bbox="371 1238 1426 1310">a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li data-bbox="371 1337 1426 1464">b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li data-bbox="371 1491 1426 1592">c) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>																						
F.3.18	<p data-bbox="371 1626 1426 1697">The number of paper copies of signed contract to be provided by the Engineer is <b>one (1)</b></p>																						
	<p data-bbox="371 1778 580 1807">Labour Content:</p> <p data-bbox="371 1834 1131 1863">The minimum Labour content for this project shall be <b>10%</b>.</p>																						

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	<p><b>Eligibility requirements</b></p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .</p>
F3.19	<p><b>Functionality</b></p> <p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified.</p> <p>A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p><b>NB!</b></p> <p><b>The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.</b></p> <p><b>Functionality</b></p>

**D. Financial Status**

FINANCIAL CAPACITY	WEIGHT	RATING
At least Bank rating A	5	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>
<b>MAXIMUM POINTS</b>	5	

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• **Company Reputation and References**

**SCORING CRITERIA**

COMPANY EXPERIANCE	WEIGHT	RATING
<ul style="list-style-type: none"> <li>• Successful completed projects of similar nature of above 10 million at least 5 or more</li> <li>• Appointment letters</li> <li>• Completion letters</li> </ul>	<b>35</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>

**MAXIMUM POINTS 35**

• **Management and Key Stuff**

Bidders must submit the certified copies of the certificates

Management and key stuff	Weight	Rating
<p><b>PROJECT MANAGER</b></p> <ul style="list-style-type: none"> <li>• At least Degree in project management or (BSc civil Eng., B-tech civil Eng.). With Successive five (5) years' Experience in construction of projects of similar nature</li> </ul>	<b>15</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>
<p><b>SITE AGENT</b></p> <ul style="list-style-type: none"> <li>• At least national diploma in civil engineering and successive five (5) years' experience in construction of projects</li> </ul>	<b>6</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>
<p><b>FOREMAN</b></p> <ul style="list-style-type: none"> <li>• Technical certificate (N6) and successive five (5) years' experience of projects of similar nature</li> </ul>	<b>6</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>
<p><b>HEALTH AND SAFETY</b></p> <ul style="list-style-type: none"> <li>• Certificate in occupational health and safety with three years' experience or similar</li> </ul>	<b>3</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>
<b>MAXIMUM POINTS</b>	<b>30</b>	

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Plant and equipment	weight	Rating
At least 1 X Excavator	<b>15</b>	<ul style="list-style-type: none"><li>• Excellent = 5</li><li>• Very good = 4</li><li>• Good = 3</li><li>• Fair = 2</li><li>• Poor = 1</li></ul>
At least 2 X Grader		
At least 2 x TLB		
At least 4 X Tipper Trucks		
At least 2 x Self-propelled rollers		
Maximum points	<b>15</b>	

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction as determined by the employer.

Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring and leasing companies stating the number and type of plant and equipment on which arrangement has been made will be accepted

The minimum score required for functionality is 60%, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

**NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E :**

- **Copy of Appointment Letter for current projects, and**
- **Certified Copy of Completion Certificate.**
- **Certified Copy of Qualifications**



**Annex: Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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**F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 4: Financial offer, quality and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
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Score financial offers, preferences and quality, as relevant, to two decimal places.



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**F.3.11.2 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

**F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance

## **PART T2: LIST OF RETURNABLE DOCUMENTS**

THE TENDERER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.25
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.53
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.57

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**T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY .....	T.26
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.29
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.30
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.30
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.32
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.33
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.33
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**T2.1 A CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman  
2.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as .....

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

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**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

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**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....(Tenderer)

of

.....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name..... Signature.....

Capacity..... Date & Time.....



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**T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

Signed..... Date.....

Name..... Position.....

Tenderer.....

**T2.1 D SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

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<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....

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**T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work Inclusive of VAT (Rand)</b>	<b>CIDB Classification</b>	<b>Date Completed</b>

Signed..... Date .....

Name..... Position.....

Tenderer.....

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**T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date .....

Name..... Position.....

Tenderer.....

**T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

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**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the employer’s or the tenderer’s risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....

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**T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item 13.01 The contractor's gene.....Municipality obligations:

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

exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

<b>ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01)</b>		
<b>ITEM</b>	<b>PORTION OF RATE OR SUM (R)</b>	<b>VALUE (RANDS)</b>
<b>TOTAL VALUE</b>		

SIGNED ON BEHALF OF TENDERER: .....

**Note to Tenderer:**

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

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**T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

**T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

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**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....



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**T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in .....MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

**T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME**

**K1 General**

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

**K2 Definitions**

**K2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

**K2.2 Affirmable Business Enterprise (ABE)**

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.

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- 2) R2,5 million in respect of labour-only subcontractors
- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

**K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens**

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

**K2.4 Target values**

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:30%
ABE support	10%
HDI	50%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

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HDI Supervisory Staff : 10%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

**K3 Preferential Procurement Point System Policy**

The Blouberg Municipality Procurement Policy is included under section C3.3 Procurement.

**K4 Contract Participation Performance (CPP)**

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

**K5 Training**

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

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**T2.1 L EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS**

**1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.**

	<b>Ownership</b>	<b>Percentage owned</b>	<b>Points claimed</b>
1.1	Equity ownership <b>by persons who</b> had no franchise in the national elections	%	.....
1.2	Equity ownership <b>by women</b>	%	.....
1.3	Equity ownership by <b>disabled persons*</b>	%	.....

\*If points are claimed for disabled persons, indicate nature of impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

**2. DECLARATION WITH REGARD TO EQUITY**

- 2.1 Name of firm : .....
- 2.2 VAT registration number : .....
- 2.3 Company registration number : .....

**2.4 TYPE OF FIRM**

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

**2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

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**2.6 COMPANY CLASSIFICATION**

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

**2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**

**2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business enterprise owned
				No franchise prior to elections	Women	Disabled	

\*Indicate YES or NO

**2.9 Consortium / Joint Venture**

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member:

Name of HDI member (to be consistent with paragraph 2.8)	Percentage (%) of the contract value managed or executed by the HDI member

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

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I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the **Blouberg Municipality** may, in addition to any other remedy it may have –
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ..... SIGNATURE(S) of TENDERER(S)

2 ..... DATE: .....

ADDRESS: .....

.....

**RDP1(E) SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 30%. A minimum value of this 30% target value should be obtained from Local Labour content. **See Form T2.1 K item K2.4 (a).**

Type of Labour	Man-hours	Minimum Wage	Total Wage Cost
----------------	-----------	--------------	-----------------

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		Rate per Unit	(Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER: .....



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**RDP2(E) EMPLOYMENT OF ABE'S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. *See Form T2.1 K, item K2.4(a)*

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
<b>TOTAL</b>				

**Notes to tenderer:**

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.**
2. **Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.**

SIGNED ON BEHALF ON THE TENDERER .....

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**RDP3(E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below

<b>Company Name (In Case of Joint Venture, all JV Partner Names)</b>	<b>Other HDI Equity Share %</b>	<b>Female Equity Share %</b>	<b>Total HDI Equity Share %</b>

**Notes to tenderer:**

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female representatives at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....

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**RDP4(E) HDI SUPERVISORY STAFF**

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 10%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

**(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)**

<b>Staff Category</b>	<b>Number per Category</b>	<b>HDI Status (Yes or No)</b>
<b>TOTALS</b>		

HDI's as percentage of total ..... %

**Notes to tenderer:**

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.**
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.**
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.**

SIGNED ON BEHALF OF THE TENDERER .....

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**RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

**An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.**

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**RDP6(E) GENERIC TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....

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**RDP7(E) ENTREPRENEURIAL TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....

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**RDP8(E) ENGINEERING SKILLS TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....

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**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX ..... T.54

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES ..... T.55

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD  
REGISTRATION..... T.56



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**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: ..... Closing Date: .....	
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>		
<b>PARTICULARS</b>		
1. Name of Taxpayer/Tenderer: .....		
2. Trade Name: .....		
3. Identification Number: (If applicable)	<input type="text"/>	
4. Company / Close Corporation registration number:	<input type="text"/>	
5. Income Tax reference number:	<input type="text"/>	
6. VAT registration number: (If applicable)	<input type="text"/>	
7. PAYE employer's registration number: (If applicable)	<input type="text"/>	
8. Monetary value of tender:	<input type="text"/>	
<b>DECLARATION</b>		
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:		
(i) Have been satisfied in terms of the relevant Acts; or		
(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*		
.....	.....	.....
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>
<b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.		

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

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**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the .....MUNICIPALITY.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....  
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

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**T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 6CEPE or 7CE

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

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**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

T2.3 A	ORGANIGRAM AND CURRICULUM VITAE OF KEY PERSONNEL.....	T.58
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT .....	T.59
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.60
T2.3 D	RATES FOR SPECIAL MATERIALS .....	T.61

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**T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

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**T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**

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**T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4 FINAL)	R .....
<b>TOTAL: R.....</b>	
<b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>	

SIGNED ON BEHALF OF TENDERER: .....

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**T2.3 D RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

\* Indicate whether the material will 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 from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....





# THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE.....C.3

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) .....C.7

C1.3 GUARANTEE .....C.10

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**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**“UPGRADING OF AVON INTERNAL STREET AND STORMWATER PHASE V “**

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS  
(CONTRACT PRICE)**

.....

Rand (in words); ..... (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(s) .....

Name(s) .....

Capacity .....

for the tenderer .....

(Name and address of organization)

Name and  
signature of  
witness .....

Date .....

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**Acceptance**

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date 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.

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Signature(s) .....

Name(s) .....

Capacity .....

for the Employer.....  
(Name and address or organization)

Name and  
signature of  
witness ..... Date: .....

**Schedule of Deviations**

<b>Item</b>	<b>Deviation Details</b>

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 changes 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.

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**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date: .....

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**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT made at ..... on this the ..... day of ..... in the year..... between THE ..... MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by ..... in his capacity as ..... and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz ..... and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (3<sup>Rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.



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- i) Section 8: General duties of employers to their employees.
  - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
  - iii) Section 37: Acts or omissions by employees or mandatories and
  - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - v) Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

*BLOUBERG MUNICIPALITY*

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SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS:            1.....            2 .....

NAME

(IN CAPITALS)      1.....            2 .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:            1.....            2 .....

NAME

(IN CAPITALS)      1.....            2 .....

**BLOUBERG MUNICIPALITY**

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**C1.3 GUARANTEE**

The Municipal Manager  
Blouberg Municipality  
P.O.Box 1593  
Senwabaranwa

CONTRACT.....  
I/We, the undersigned, .....  
.....  
acting herein in my/our capacity as .....  
..... and as such duly authorized to represent  
.....(Hereinafter referred to as "the  
Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the  
obligations of.....  
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Chief  
Executive Officer of Roads Agency Limpopo and the said Contractor, and\or for the refund by the Contractor of  
any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention  
money to the credit of the Contractor in terms of Clauses 7 and 49 of the Gene.....Municipality  
Conditions of Contract 2004, and do further bind the Guarantor as surety and co-principal debtor with the  
Contractor for any other amounts which may become payable to the said Chief Executive Officer from any  
cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R .....  
((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the  
said contract

and the Guarantor undertakes to pay the said amount of R .....  
or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of  
Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be sufficient and  
satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional  
sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by  
the Contractor to the Chief Executive Officer have been paid and you or the said Chief Executive Officer shall  
always be entitled without your or the Chief Executive Officer 's rights being affected, to release securities, to  
give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation  
of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of  
the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General  
Conditions of Contract 2004.

SIGNED at ..... on this ..... day of ..... 20.....

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AS WITNESSES:

1. .... GUARANTOR

ADDRESS: .....  
.....

2. ....  
ADDRESS: .....  
.....

**STAMP DUTY AND ENDORSEMENT**

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

**(i) GUARANTEE PROVIDED BY BANK**

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

**(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY**

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

**ENDORSEMENT**

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

***BLOUBERG MUNICIPALITY***

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**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between ..... MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by ..... in his capacity as .....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 52 of the General

*BLOUBERG MUNICIPALITY*

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Conditions of Contract (2004).

- 6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
- 7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

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**C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, ..... in my capacity as ..... of the Employer, The ..... MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appoint .....in his capacity as ..... of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

I hereby accept the above appointment

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

**Note to tenderer:**

**The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.**

I,..... having been appointed in terms of Section 4 of

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the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ..... in his capacity as ..... of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

I hereby accept the above appointment:

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....



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**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997**

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) whether that substance is in solid, liquid or gaseous form;
  - b) that occurs natural in or on the earth, in or under water or in tailings, and
  - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

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- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

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**C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between .....MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by ..... in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as

a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

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- 4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

**BLOUBERG MUNICIPALITY****CONTRACT No. BM 02/19/20****FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V****C1.8 CONTRACT DATA****C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

**Section 1: Data provided by the Employer**

<b>Clause</b>	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	The employer is the <b>BLOUBERG MUNICIPALITY</b> .
1.1.15	The Engineer is <b>T2TECH CONSULTING ENGINEERS</b>
1.2	The employer's address for receipt of communication is: Telephone: (015) 505 7100 Facsimile: (015) 505 0568/ 0296 e-mail: blou@bloubergmunicipality.co.za Address: P.O.Box Senwabaranwa,0790
1.1.15	The engineer is T2Tech Consulting Engineers
1.2	The engineer's address for receipt of communication is: Telephone: 015 291 3320 Facsimile: 015 295 2116 e-mail: office@t2tech.co.za Address:16 A Church Street, Polokwane,0700
1.6	The special non-working days are public holidays, Saturdays and Sundays.
1.6	The yearend break commences on <b>12 December 2019</b> and ends on <b>02 January 2020</b> .
2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties;

**BLOUBERG MUNICIPALITY****CONTRACT No. BM 02/19/20****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

<b>Clause</b>							
7.	The Guarantee is to contain the <b>same wording</b> as the document included as C1.3 under returnable documents.						
7.	The amount of the Guarantee is to be <b>10%</b> of the Contract Price.						
7.	The Guarantee is to be delivered <b>14 days</b> after the Letter of Acceptance.						
10.	The Works are to be commenced within <b>14 days</b> of the <b>Site Handover Date</b> .						
12.2	The Works programme is to be delivered within 7 days of the Site Handover date						
35.	The amount to be included in the sum insured to cover the value of: <b>Tendered amount</b> .						
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is Nil						
35.1.1.2.3	b) Professional fees not included in the Contract Price is NIL						
35.1.3	The limit of the liability insurance required is R10%						
35.1.4	The following additional and varied insurances are required: NIL						
37.2.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 10%.						
42.1	The Works shall be completed within 6 months as envisaged by the employer.						
43.1	The penalty for delay is R <u>5000</u> per working day or part thereof.						
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150 The values of the co-efficients are:</p> $(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">New Road Construction</td> <td style="width: 33%;">Rehabilitation</td> <td style="width: 33%;">Labour Intensive</td> </tr> <tr> <td>x = 0,150</td> <td>...</td> <td>...</td> </tr> </table>	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150	...	...
New Road Construction	Rehabilitation	Labour Intensive					
x = 0,150	...	...					

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Clause	
	<p>a = 0,25                                0,26                                ...</p> <p>b = 0,30                                0,30                                ...</p> <p>c = 0,37                                0,37                                ...</p> <p>d = 0,08                                0,07                                ...</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is <b>Polokwane</b></p> <p>The base month is <b>August 2019</b> <i>(the month prior to the month in which the closing date of the tender falls)</i></p>
46.3	<p>The following are special materials: Bitumen binder extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Specified on Form T2.3 D.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>

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<b>Clause</b>	
49.1.5	The percentage limit on materials not yet built into the Permanent Works is 10%.
49.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
49.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
49.4	Minimum amount of interim payment certificate is R10 000.00
49.6	A Retention Money Guarantee is permitted.
53.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration or South African Court Law
	Time within which payment to contractor for works done must be made: 30 days after measurement of Works by RE.
	Interest to be paid by Client on delayed payment: Prevailing commercial Bank interest rate.



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**Section 2: Data provided by the Contractor**

Clause	
1.1.8	The contractor is .....
1.2	The contractor's address for receipt of communication is:  Telephone: ..... Facsimile: .....  e-mail:.....  Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.
42.1	The Works shall be completed within 6 months as proposed .
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

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**C1.8.2 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

**1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS**

Add the following sub-clause:

**“1.1.25 Letter of Acceptance** means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

**1.1.25 Selected sub contractor** shall mean a sub contractor selected in terms of clause 4.4 of the GCC 2015.

**2. ENGINEER AND ENGINEER’S REPRESENTATIVE**

**2.2 Engineer to consult with contractor and Employer++++-**

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

**“2.10 Authority of the Employer**

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

**4. BASIS OF CONTRACT**

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

**“4.2 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

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- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

**4.3 Contractor’s liability for his own design errors**

In the first line insert “and Temporary” between “Permanent” and “Works”.

**4.6 Compliance with Applicable Laws**

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

**“4.6(3) Occupational Health and Safety Act**

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

**4.6(4) Mining Authorisation**

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

**4.6(5) Environmental Management Programme**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

Add the following:

**“4.7 Extent of Contractor’ obligations**

The Contractor shall, save in so far as it is legally or physically impossible,

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- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

**6. SUBCONTRACTING**

Add the following subclauses:

**“6.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

**6.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and

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- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

**11. ACCESS TO THE SITE**

11.1.2 Add the following to subclause 11.1.2

“Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

**30. REMOVAL OF CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

**“30.2 Preclude seizure of constructional plant**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

**30.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

**32. CARE OF THE WORKS**

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

- 32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

**37.2 Daywork**

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37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

**45. PROVISIONAL AND PRIME COST SUMS**

45.1.2.1.1 In the first line after the word "sums" insert "excluding VAT"

45.1.2.1.2 In the fourth line after the word "amount" insert "excluding VAT"

**49 INTERIM PAYMENTS**

**49.4 Employer's obligation to pay**

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

**50 VARIATIONS EXCEEDING 15 PER CENT**

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

**"50.1.7 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

**55 TERMINATION BY EMPLOYER**

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

**56. CANCELLATION BY CONTRACTOR**

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

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56.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or.”

**58. SETTLEMENT OF DISPUTES**

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."



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**PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS .....	C.33
C2.2	BILL OF QUANTITIES .....	C.37
C2.3	SUMMARY OF BILL OF QUANTITIES .....	C.40

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**C2.1 PRICING INSTRUCTIONS**

- 1 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 standard specifications or the project specifications.

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

Rate: The payment per unit of work for 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 of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for

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collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of

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contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre

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%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in 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 works, is a breach to 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.

17 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.

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**C2.2 BILL OF QUANTITIES**

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SECTION 1200		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>1200</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b> (As specified in Section B1231 of the project specification)				
B12.01	Payment of Community Liaison Officer				
	a) Provisional sum for the payment of the Community Liaison Officer	Month	8	3 900	31 200,00
	b) Provisional sum for sitting allowance in respect of Project steering committee @ 165/ Member/Sitting	Month	8	825	6 600,00
	c) Provision for safety Representative	Month	8	2900	23 200,00
	d) Handling costs and profit in respect of sub-item B12.01(a-c) above	%	61000	10%	6 100,00
B12,03	Relocation of Existing Services within road reserve including Re-fencing	Prov Sum	1,00	150 000,00	150 000,00
12,06	Provision for specialist services				
	(a ) Environmental Impact Assessment (EIA) & Monitoring	Prov Sum	1		110 000,00
	(b) Handling costs and profit in respect of sub-item 12.06 (a - c) above	%	110 000	10%	11 000,00
	( c) Provision of Contract Name Board	No	1		
1200	TOTAL CARRIED TO SUMMARY				

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SECTION 1300		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>1300</b>	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
B13.01	The contractor's general obligations:				
(a)	Fixed obligations	Lump sum	1,00		
(b)	Variable Obligation	Lump sum	1,00		
(c)	Time-related obligations	month	8		
1300	SECTION 1300 TOTAL CARRIED TO SUMMARY				



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SECTION 1400		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>14,00</b>	<b>HOUSING &amp; OFFICES FOR THE ENGINEER'S SITE PERSONNEL (As specified in Section 1400 and Project Specifications)</b>				
B14.03	(b) Prime cost items and items paid for in a lump sum:				
	(1) The provision of IComputers and Internate service facility, including all cost associated their in connection with contract administration	PC Sum	1		220 000,00
	(2) Handling cost and profit in respect of subitem 14.03 (b)(1) above.	%	220 000,00	.....%	
	(b) (ix) Provision of Cellular Telephones				
	(1) Provision of cellular telephones	No.	2	14 000,00	28 000,00
	(2) Costs of cellular calls and other charges	Month	8	2 400	19 200,00
	(3) Handling costs and profit in respect of 14.03(b)(ix)(2) above	%	19 200,00	.....%	
14,08	Services: The provision of water, electricity, low pressure gas, sewerage, septic tank, sewage and rubbish removal, cleaning services, maintainance and repairs, all as specified in clause 1404, including the construction and maintainance of the access roads, footpaths, etc:				
	(i) Fixed costs	lump sum	1	37200	37 200,00
	(ii) Running costs	month	8	4100	32 800,00
1400	TOTAL CARRIED TO SUMMARY				

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SECTION 1500		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>1500</b>	<b>ACCOMMODATION OF TRAFFIC</b>				
B15.01	Accommodating traffic				
(a)	Accommodation of traffic	km	1,50		
B15.03	Temporary traffic-control facilities:				
(a)	Flagmen	man-day	132		
(b)	Portable STOP and GO-RY signs	No.	5		
(d)	Amber flicker lights	No.	2		
(e)	Road signs, R- and TR-series, (1200mm)	No.	5		
(f)	Road signs, TW-series, (1200mm)	No.	5		
(g)	Road signs, STW-, DTG-, TGS- and TG-series excluding delineators and barricades)	m <sup>2</sup>	5		
(h)	Delineators (TW401/tw402),600mm x 150mm				
(i)	Single	No.	15		
(ii)	Mounted back to back	No.	15		
(i)	Movable barricade/roadsign combination	No.	2		
(j)	Traffic cones (size indicated)	No.	10		
(m)	Two way communication devices	No.	4		
	Provision of High visibility safety jackets and hats	No.	45		
(o)	Provision of rotating amber light	No.	4		
15,04	Provision of Road barriers	No	2		
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
(a)	Temporary deviations	m <sup>3</sup>	350		
15,06	Watering of temporary deviations	kl	400,00		
15,07	Blading by road grader of:				
(a)	Temporary deviations	km- pass	24		
15,1	Accommodation of traffic where the road is constructed in half-widths	km	0,8		
15,12	Temporary Culverts:				
(a)	Provision and laying of temporary prefabricated culverts complete ( 600 dia, Class 75 D interlocking, Class B bedding)	m	24		
(b)	Re-use of prefabricated culverts complete (600 dia, Class 75 D Interlocking, Class B bedding)	m	62		
1500	TOTAL CARRIED TO SUMMARY				



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<b>1800</b>	<b>SCHEDULE A : ROAD CONSTRUCTION</b>			
Description	Unit	Quantity	Rate	Amount
<b>DAYWORK AND HIRE OF CONSTRUCTION EQUIPMENT</b>				
Labour				
(a) Normal working hours:				
(i)	Foreman	hour	2400	
(ii)	Skilled	hour	2400	
(iii)	Semi-skilled	hour	2400	
(iv)	Unskilled	hour	2400	
Hire of construction equipment:				
(a)	Grader (100 - 200 kW)	hour	2400	
(b)	Loader (0.5m <sup>3</sup> bucket capacity)	hour	2400	
(c) Tipper truck :				
(i)	3-5 ton	hour	2400	
(ii)	5.1-10 ton	hour	2400	
(d)	Pneumatic-tyred roller ( 8 tons capacity)	hour	2400	
(e)	Vibratory roller (as per 33.04(b)(i) )	hour	2400	
(f)	Walk behind roller	hour	2400	
(g)	Steel-wheeled roller (8 tons capacity)	hour	2400	
Transport				
(a)	LDV	km	2400	
(b)	Flatbed truck	km	2400	
<b>TOTAL CARRIED TO SUMMARY</b>				



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SECTION 2200		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>2200</b>	<b>PREFABICATED CULVERTS</b>				
22,01	Excavation				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>	225		
	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	152		
	(b) Extra over item 22.01 (a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	50		
<b>22,02</b>	<b>Backfilling</b>				
	(a) Using excavated materials	m <sup>3</sup>	33		
	(b) Using Imported selected materials	m <sup>3</sup>	45		
	(c) Extra over subitems 22.2(a) and (b) for soil cementbackfilling	m <sup>3</sup>	25		
22,05	Portal and Rectangular culverts (Class S), complete with prefabricated floor slabs				
	Class 75S				
	(i) 9000x600mm	m	48		
	(ii) 1800x1200mm	m	27		
	(iii) 1800x1500mm	m	72		
	(iv) 1800 x 1800mm	m	110		
22,07	Cast insitu concrete and formwork				
	(a) In floor slabs for portal culverts, including formwork and class U2 surface finish				
	(i) Class 30/19	m <sup>3</sup>	40		
	(b) In inlet and outlet structures, thrust and anchor blocks excluding formwork but including class U2 surface finish				
	(i) Class 30/19	m <sup>3</sup>	52		
	(c) Formwork of concrete under sub-item 22.07(c) above				
	(i) Vertical Formwork for F2 surface finish	m <sup>2</sup>	24		
22,10	Steel reinforcement				
	(a) Welded steel fabric	kg	586,3		
22,12	Removing existing concrete				
	(a) Plain concrete	m <sup>3</sup>	3		
	(b) Reinforced concrete	m <sup>3</sup>	2		
2200	TOTAL CARRIED TO SUMMARY				



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SECTION 3100			SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount	
<b>3100</b>	<b>BORROW MATERIALS</b>					
31,01	Excess overbudden	m3	500,00			
31,05	Finish off borrow areas in:					
	(a) Soft material	ha	1,30			
B31.15/	Guarantee to DME for rehabilitation of Borrow Pit	L/Sum	1,00	12 000,00	12 000,00	
SECTION 3100	TOTAL CARRIED TO SUMMARY					



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SECTION 3300		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>3300</b>	<b>MASS EARTHWORKS</b>				
33,01	Cut & borrow to fill including Free-haul up to 0.5km				
	(a) Material in compacted layers of 200mm and less				
	(i) Compacted in 150mm thick layers to 90% of MoD AASHTO density	m3	18 000,00		
	(ii) Compacted in 93% MoD AASHTO density	m3	4 500,00		
	(iii) Eight roller passes compaction	m3	22 500,00		
33,04	Cut to spoil including freehaul up to 0.5km				
	(a) Intermediate excavation	m3	4950		
	(b) Hard excavation	m3	510		
33,06	Variation on the number of roller passes (applicable to sub-items 33.01(a)(i))				
	(e) Impact rolling 3-pass	m2	2000		
33,10	Roadbed preparation and the compaction of material:				
	(b) Compaction to 93% mod. AASHTO density	m3	2475		
33,13	Finishing off cut and fill slopes:				
	(a) Cut slopes	m2	110		
	(b) Fill slopes	m2	1000		
33/16.01	Overhaul material hauled in excess of a freehaul distance of 0.5km, for haul up to and through: 1.0km	m3km	29 070,00		
33/16.02	Overhaul material hauled in excess of a freehaul distance of 1.0km (ordinary overhaul)	m3km	5460		
SECTION 3300	TOTAL CARRIED TO SUMMARY				









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SECTION 5100			SCHEDULE A : ROAD CONSTRUCTION			
Item	Description		Unit	Quantity	Rate	Amount
<b>5100</b>	<b>PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION</b>					
51,03	Stone pitching:					
	(a)	Grouted stone pitching	m <sup>2</sup>	7 800,00		
51,05	(b)	Concrete edge beam				
		(300mm x 300mm Class 30/19)	m	400,00		
SECTION 5100 TOTAL CARRIED TO SUMMARY						

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SECTION 5200		SCHEDULE A : ROAD CONSTRUCTION			
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SECTION 5200</b>				
<b>52,00</b>	<b>GABIONS</b>				
52,01	Foundation trench excavation and backfilling:				
	(a) In solid rock which requires blasting	m <sup>3</sup>	600,00		
	(b) In all other classes of material	m <sup>3</sup>	725,00		
52,02	Surface preparation for bedding the gabions	m <sup>2</sup>	1 600,00		
52,03	Gabions:				
	(a) Galvanized gabion boxes:				
	Mesh size: 80mm x 100mm, wire diameter: 2.7mm, diaphragm spacing: 1,0m				
	(i) 2m x 1m x 1m	m <sup>3</sup>	502,00		
	(c) Galvanized gabion mattresses:				
	Mesh size: 80mm x 100mm, wire diameter: 2.5mm, diaphragm spacing: 1,0m:				
	(ii) 6m x 2m x 0.5m deep	m <sup>3</sup>	582,00		
52,04	Filter Fabric:				
	(a) Kaymat Grade U24 or approved equivalent	m <sup>2</sup>	1 600,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 5200</b>					

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SECTION 5600		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>5600</b>	<b>ROAD SIGNS</b>				
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 galvanised steel plate (chromadek)				
	(i) Area not exceeding 2m <sup>2</sup>	m <sup>2</sup>	40		
	(ii) Area exceeding 2m <sup>2</sup> but not 10m <sup>2</sup>	m <sup>2</sup>	6		
56,02	Extra over item 56.01 for using:				
	(a) Background of retroreflective material:				
	(i) Class I	m <sup>2</sup>	46		
56,03	Road sign supports				
	(c) Steel tubing (dip galvanised D profile)	kg	760		
56,05	Excavation and backfilling for road sign supports	m <sup>3</sup>	5		
56,06	Extra over item 56.05 for cement-treated soil backfill	m <sup>3</sup>	5		
SECTION 5600 TOTAL CARRIED TO SUMMARY					





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SECTION 8100		SCHEDULE A : ROAD CONSTRUCTION			
Item	Description	Unit	Quantity	Rate	Amount
<b>8100</b>	<b>TESTING MATERIALS AND WORKMANSHIP</b>				
81,02	Other special tests requested by the engineer:	PC Sum	1	147 000,00	147 000,00
(a)	Contractor's handling costs, profit and all other charges in respect of subitem B81.04(a)	%	147 000,00	.....%	
SECTION 8100 TOTAL CARRIED TO SUMMARY					

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<b>PART B</b>		<b>ROAD CONSTRUCTION</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>PARTB</b>				
	<b>PART B: OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS</b>				
B1.1	Contractor initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L.Sum	1		
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Regulations	Month	8		
B1.3	Submission of the Health and Safety File	L.Sum	1		
B1.4	Provision of PPE @ R500 per labourer for minimum of 100 labourers	Prov Sum	1	50 000,00	50 000,00
B 1.5	Occupational Health and safety Monitoring (Qualified OHS Consultant)	Prov Sum	1	110 000,00	110 000,00
B1.6	Medical Survailance Program for all employees,	Prov. Sum	1	45 000,00	45 000,00
	(a) Contractor's handling costs, profit and all other charges in respect of subitem B81.04(a)	%	205 000,00	.....%	
<b>TOTAL CARRIED FORWARD TO SUMMARY FOR PART B</b>					

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PART D				TENDERED AMOUNT	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>PART D</b>				
	<b>PART D: STRUCTURED TRAINING</b>				
D12.01	Provision for accredited training				
	(a) Generic Skills	Prov Sum	1	75000	75 000,00
	(b) Entrepreneurial skills	Prov Sum	1	75000	75 000,00
	(c) Transport and Venue of workers for training where it is not possible to undertake the training in close proximity to the site	Prov Sum	1	15000	15 000,00
	(d) Handling cost and profit in respect of sub item D12.01 (a), (b) & (c)	%	165 000,00	.....%	
<b>TOTAL CARRIED FORWARD TO SUMMARY FOR PART D</b>					

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**C2.3 SUMMARY OF BILL OF QUANTITIES**

<b>BLOUBERG MUNICIPALITY</b>			
<b>PROJECT:</b>	<b>AVON INTERNAL STREETS AND STORM WATER PROJECT - PHASE V</b>		
<b>CONTRACT NO:</b>	<b>BM 02/19/20</b>		
<b>SUMMARY OF SCHEDULE OF QUANTITIES</b>			
<b>SECTION</b>	<b>DESCRIPTION</b>		<b>AMOUNT</b>
1200	GENERAL REQUIREMENTS AND PROVISIONS	R	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	R	
1400	HOUSING & OFFICES FOR THE	R	
1500	ACCOMMODATION OF TRAFFIC	R	
1700	CLEAR AND GRUBBING	R	
1800	DAYWORKS	R	
2100	DRAINS	R	
2200	PREFABRICATED CULVERTS	R	
2300	CONCRETE KERBING, CHANNELING, CHUTES,	R	
3100	BORROW MATERIALS	R	
3300	MASS EARTHWORKS	R	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R	
3500	STABILISATION	R	
4100	PRIME COAT	R	
4200	ASPHALT BASE AND SURFACING	R	
5100	PITCHING, STONEMWORK AND PROTECTION	R	
5200	GABIONS	R	
5600	ROAD SIGNS	R	
5700	ROAD MARKINGS	R	
8100	TESTING MATERIALS AND WORKMANSHIP	R	
<b>SUB -TOTAL SCHEDULE (A)</b>		R	

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CALCULATION OF TENDER SUM

DESCRIPTION		AMOUNT
TOTAL OF SCHEDULE OF QUANTITIES.....	R	
PART B: OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS.....	R	
PART D: STRUCTURED TRAINING.....	R	
<b>SUBTOTAL.....</b>	<b>R</b>	
<b>CONTINGENCIES</b>		
The sum provided here is under the sole discretion of the Engineer and may be deducted in whole or part (Add 5% of the Tender Sum).....	R	
<b>CONTRACT PRICE ADJUSTMENT (5%) (PROVISIONAL).....</b>	<b>R</b>	
<b>SUBTOTAL.....</b>	<b>R</b>	
The tenderer shall add 15% of the subtotal for VAT.....	R	
<b>TENDER SUM CARRIED FORWARD TO FORM OF TENDER.....</b>	<b>R</b>	

**Note:** Tender Sum is the value of the offered total of the prices exclusive of VAT, Contingencies, CPA and specials materials but including contractual variations.

SIGNED ON BEHALF OF TENDERER: .....

DATE: .....

# THE CONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

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**PART C3: SCOPE OF WORK**

<a href="#">C3.1</a>	<a href="#">DESCRIPTION OF WORKS</a> .....	C.64
<a href="#">C3.2</a>	<a href="#">ENGINEERING</a> .....	C.77
<a href="#">C3.3</a>	<a href="#">PROCUREMENT</a> .....	C.78
<a href="#">C3.4</a>	<a href="#">CONSTRUCTION</a> .....	C.92
<a href="#">C3.5</a>	<a href="#">MANAGEMENT</a> .....	C.232



## DESCRIPTION OF WORKS

### C3.1.1 Employer's Objectives

The employer's objectives are to fast track the delivery of public infrastructure using labour intensive methods as part of the Expanded Public Works Programme (EPWP). The construction of the road will provide reliable access to the surrounding communities and the overall standard of living for the residents will ultimately be raised..

#### Labour-intensive works

Labour-intensive works comprise the activities 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.

### C3.1.2 Overview and Location of Works

The project is located in Avon -A North of Blouberg Municipality under Capricorn District of the Limpopo Province, about 110km Northwest of Polokwane.

### C3.1.3 Extent of Works

The proposed works involve upgrading of access road to Avon village from gravel to asphalt surfacing. The proposed road is 1.5 km long and connects from the previous phase which connects to the main trunk road to Bochum.

#### Surfacing and pavement structure

The following Pavement Structure is to be constructed:

Surfacing	:30 mm hot mix Asphalt Surfacing (60/70) pen. over 30% diluted stable grade anionic emulsion tack coat applied at 0.6 l/m <sup>2</sup>
Base Layer:	:150 mm C3, Mechanically/chemically stabilised gravel compacted to 98% Mod AASHTO density,
Subbase	:150 mm G5 gravel from borrow pit compacted to 96% Mod AASHTO
Upper selected	:150 mm G6 from Borrow pit materials compacted ton 95% Mod AASHTO
Lower selected	:150mm of G7/G8 from the borrow pit compacted to 93% Mod AASHTO
Roadbed	:150 mm G8/G9 or suitable In-situ materials ripped and re-compactd compacted to 90% Mod AASHTO

**Storm water**

Installation of cross culverts and concrete side drains with stone pitch areas on the inlets and outlet of hydraulic structures for soil erosion protection have been provided

**Road signs and Markings**

Schedule for road signs and Markings have been provided and these will be executed in accordance to South Africa road traffic sign manual (volume 4 May 2012 Version)

**C3.1.4 Location of the Works**

The project is located at Avon-A village of Blouberg Municipality under Capricorn District of the Limpopo Province, about 150km Northwest of Polokwane.

**C3.1.5 Temporary Works**

The temporary work to be undertaken is the construction of bypass, watering and maintenance to keep it smooth and safer while constructing the road. Temporary accommodation of traffic will also be done by means of placing temporary road signs before the commencement of any work within the road formation. Temporary road signs will be removed on completion of the construction work when they are no longer required.

**C3.1.6 General Information**

**C3.1.6.1 Drawings**

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with 3 copy print size A0 of each of the drawings. The 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 resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

**C3.1.6.2 Power, Water Supply and Other Services**

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

**C3.1.6.3 Contractor's Camp Site and Security**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

**C3.1.6.4 Additional Requirements for Construction Activities**

**C3.1.6.4.1** The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

**C3.1.6.4.2** The contractor shall submit proposals in connection with directional signs to the engineer for approval.

**C3.1.6.5 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

**C3.1.6.6 Construction in Confined Areas**

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**C3.1.7 Labour Regulations**

**A27 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**A28 Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

**A29 Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

A29.2 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 a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (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 SPWP;
- (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;

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(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.

**A30 Terms of Work**

A30.1 Workers on a SPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**A31 Normal Hours of Work**

A31.1 An employer may not set tasks or hours of work that require a worker to work–

(a) More than forty hours in any week

(b) on more than five days in any week; and

(c) for more than eight hours on any day.

A31.2 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.

A31.3 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.

**A32 Meal Breaks**

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 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.

A32.4 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.

**A33 Special Conditions for Security Guards**

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A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 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.

**A34 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.

**A35 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”).

**A36 Work on Sundays and Public Holidays**

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 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.

A36.4 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.

**A37 Sick Leave**

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 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

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terms of a contract.

- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- A37.7 An employer must pay a worker sick pay on the worker's usual payday.
- A37.8 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.
- A37.9 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.
- A37.10 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.

**A38 Maternity Leave**

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 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.
- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or

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- (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
- (c) 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.

A38.6 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.

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

**A39 Family responsibility leave**

A39.1 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.

**A40 Statement of Conditions**

A40.1 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 SPWP;
- (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;



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(d) the worker's rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the SPWP.

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

**A 41 Keeping Records**

A41.1 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.

A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

**A42 Payment**

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 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.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 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.

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A42.7 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.

A42.8 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

A42.9 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.

**A43 Deductions**

A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 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.

A43.4 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.

**A44 Health and Safety**

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must –

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- (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 SPWP;
- (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.

**A45 Compensation for Injuries and Diseases**

A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.

A45.3 The employer must report the accident or disease to the Compensation Commissioner.

A45.4 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.

**A46 Termination**

A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 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.

A46.4 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.

A46.5 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.

**A47 Certificate of Service**

A47.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

**A48 Contractor's default in payment to Labourers and Employees**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**A49 Provision of Handtools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**A50 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

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**ENGINEERING**

**C3.2.1 Design**

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

**C3.2.2 Employer's Design**

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

**C3.2.3 Contractor's Design**

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

**C3.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

, **PROCUREMENT**

**PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY**

**C3.3.1 GENERAL CONDITIONS**

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

**C3.3.1.1 Company Registration**

Whereas the Agency shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;
- (b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

**C3.3.1.2 Tender Evaluation**

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a "firm price".
- (f) Points scored must be rounded off to the nearest 2 decimals.
- (g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

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**C3.3.1.3 Principles**

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.
- (b) The equity ownership contemplated in sub-regulation (C3.3.1.3 (a)) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership as the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub regulation (C3.3.1.3 (b)) changes after the closing date of the tender, the tenderer must notify The Agency and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-regulations C3.3.1.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
  - i. Equity within private companies must be based on the percentage of equity ownership;
  - ii. Preference points may not be awarded to public companies and tertiary institutions;
  - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations C3.3.1.3 (a),



(b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation C3.3.1.3 (f) must be submitted to the relevant The Agency.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-regulation C3.3.1.3 (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) Subject to regulations C3.3.1.3 (i), the contract must be awarded to the tender, which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25 % of the value of the contract to a person who is not an HDI or does not qualify for such preference.

**C3.3.1.4 Declarations**

A tenderer must, in the stipulated manner, declare that-

- (a) The information provided is true and correct;
- (b) The signatory to the tender document is duly authorised; and
- (c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant The Agency.

**C3.3.1.5 Penalties**

- (a) The Municipality shall, upon detecting that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.
- (b) The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.3.1.5 (a).
- (c) Recover all costs, losses or damages it has incurred or suffered as a result of

that person's conduct;

- (d) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- (f) Restrict the contractor, its shareholders and directors from obtaining business from the Agency for a period not exceeding 10 years.
- (g) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

**C3.3.1.6 Areas of Policy Coverage**

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;
- (c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

**C3.3.1.7 Criteria for Tender Evaluation**

The Agency shall use the following criteria to evaluate tenders: -

- (a) Compliance with tender conditions;
- (b) Preference point system 90/10 on tenders with a Rand value above R50 000 000-00 (Fifty Million Rand) and preference point system 80/20 for tenders with a Rand value equal to, or above R30 000-00 but up to a Rand value of R50 000 000-00 (Fifty Million Rand);
- (c) Status of the enterprise; and
- (d) Price and functionality.

**C3.3.1.8 Preference Point System: 80/20**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a R500 000 (five hundred thousand Rand). The Municipality may, however, apply

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this formula for procurement with a value less than R30 000, if and when appropriate. The formula shall be used to determine points for price and functionality.

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

**C3.3.1.9 Preference Point System: 90/10**

The following formula must be used to calculate the points in respect of tenders/procurement with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Point scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) A maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

**C3.3.1.10 Award of Contract to Tender not Scoring the Highest Number of Points**

- (a) Despite the fact that only the tenderer with the highest number of points scored may be awarded, a contract may, on reasonable and justifiable ground, be awarded to a tender that did not score the highest number of points.

**C3.3.2 APPOINTMENT OF CONTRACTORS**

**C3.3.2.1 Procedure for Invitation of Tenders**

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

**C3.3.2.2 The tender invitation shall include:**

- (a) Specifications and description of project or service to be procured.
- (b) Tendering information and documentation will be in English;
- (c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;
- (d) In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

**C3.3.2.3 Compulsory Requirements**

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate.
- (c) Authority to act and contractually bind the tenderer.

**C3.3.2.4 Closure and Opening of Tenders**

Tenders shall close on a date and time specified in tender document and shall be opened and read in public.

**C3.3.2.5 Evaluation of Tenders**

Tenders to be evaluated shall fall within the following parameters:

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- (a) The consultant shall estimate the value of the tender, and those that fall within – 20 % and +20% threshold of the estimate shall be used to determine the average price of tenders submitted.
- (b) Tenders which fall within –10%, and +5% of the average determined above shall be evaluated;
- (c) Where no tender qualifies in terms of the –10% and +5% threshold, this shall be widened to –20% and +10%.

**C3.3.2.6 Preferential Point System**

All tenders shall be evaluated according to the price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders, subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder.

**C3.3.2.7 The 80/20 Preference System**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R500 000 (five hundred thousand Rand).

The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. This formula shall be used to determine points for price and functionality.

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.

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(c) only the tenderer with the highest number of points scored may be awarded.

**C3.3.2.8 The 90/10 Preference System**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) a maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a pro rata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.

(c) only the tenderer with the highest number of points scored may be awarded.

**C3.3.2.9 Points In Respect of Status of Enterprise**

A maximum of 10 (ten) points in respect of 90/10, will be awarded in respect of the status of the enterprise, which may take into consideration the following factors factors such as: -

<b>SPECIAL GOALS</b>	<b>POINTS ALLOCATED</b>
Previously disadvantaged Individuals	2.5
Physically disabled	1
Female	1
Locality- Within Blouberg area	2

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Youth	1
Locality –within Capricorn district	0.5
Locality – within Province	0.5
SMMEs	1.5
<b>Total</b>	<b>10</b>

The above points shall be allocated on a pro-rata basis to the total composition of owners who are actively involved in the management of the enterprise under consideration. Provided that a person is a South African citizen and has obtained his/her citizenship before the 27 April 1994.

**C3.3.2.10 Points in Respect of Price and Functionality**

Tenders shall be evaluated on the basis of price: 40% and functionality: 60%. The criteria and weight shall be calculated in terms of the formula as tabulated below:

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**(a) Calculation of percentage for price**

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$P_s = \frac{P_{\min}}{P_t} \times AP$$

Where:  $P_s$  = Percentage scored for price by bid/proposal under consideration =

$P_{\min}$  = Lowest acceptable bid/proposal

$P_t$  = Price of bid/proposal under consideration

$AP$  = Percentage allocated for price

**(b) Calculation of points for functionality**

The percentage scored for functionality should be calculated as follows:

The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to percentage functionality:

$$P_s = \frac{S_o}{M_s} \times AP$$

Where:  $P_s$  = Percentage scored for functionality by bid/proposal under consideration =

$S_o$  = total score of bid/proposal under consideration

$M_s$  = maximum possible score

$AP$  = percentage allocated for functionality

The criteria for functionality are:

- |    |                                 |           |
|----|---------------------------------|-----------|
| i  | Relevant experience of company: | <b>35</b> |
| ii | Plant and equipment:            | <b>15</b> |



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iii	Financial status:	<b>05</b>
iv	Relevant experience of key staff:	<b>30</b>
	<b>TOTAL</b>	<b>85</b>

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

Bids/proposals that do not score a certain specified minimum percentage for functionality should be disqualified and not be considered further

**(c) Calculation of Points for Functionality and Price**

The percentages obtained for functionality should be added to the percentage obtained for price to obtain a percentage out of 100, which in turn should be converted to points out of 80 or 90.

The points scored out of 80 or 90 should be calculated according to the following formula:

- (i) The 80/20 preference point system

$$P_s = 80 \left( 1 - \frac{H_s - R_s}{R_s} \right)$$

- (ii) The 90/10 preferential point system

$$P_s = 90 \left( 1 - \frac{H_s - R_s}{R_s} \right)$$

Where:  $P_s$  = Points scored for functionality and price of the bid/proposal under consideration

$H_s$  = Highest percentage scored by any acceptable tenderer for functionality and price

$R_s$  = Percentage scored for functionality and price by bid/proposal under consideration

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the tenderer scoring the highest points.

- i. After the calculation, the tender that scores the highest points, when adding the scores on status of enterprises and price and functionality, shall be awarded the tender;

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- ii. Points scored on tenders shall be rounded off to 2 decimal places;
- iii. Where equal points are scored, the one with the highest preference points shall be awarded;
- iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

**C3.3.2.11**

**Authority to Award**

- (a) The Municipality's Executive Council shall, upon recommendation of the Finance and Procurement Committee, have the authority to award all tenders.

**C3.3.2.12 Cessions**

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Agency and where such consent is granted, a signed agreement involving the cedent, cessionary and the Agency shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

**C3.3.2.13 Performance Guarantees**

The Municipality shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

- (a) No surety for projects between 0 to 500 000
- (b) 1% surety for projects between 500 000 to R1 million
- (c) 2,5% surety for projects between R1 million to R2 million
- (d) 10% surety for projects above R2 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

**C3.3.2.14 Notification of Acceptance**

Successful service tenderer/s shall be notified before the tender validity period expires.

**C3.3.2.15 Contractual Agreement**

The relationship between the Municipality and contractor shall be managed under the following contractual documents:

- (a) The tender document submitted by the tenderer

- (b) The project drawings relevant for the tendered project
- (c) The COLTO General Conditions of Contract for Roads and Bridge Works for State Authorities and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) The Municipality Procurement Policy
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

**C3.2.3.16 Tax Clearance Certificate**

No contract shall be awarded to an entity, which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In case where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to produce same will disqualify the tenderer and the next recommended tenderer shall be awarded the contract.

**C3.3.2.17 Variations**

- (a) The Municipality shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.
- (b) Tenders shall make an allowance for a variation in the tendered amount up to 30%.

**CONSTRUCTION**

**C3.4.1 STANDARD SPECIFICATIONS**

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE                      Tel : (011) 805-5947  
Waterfall Park         / Postnet Suite 81    Fax : (011) 805-5971  
Howick Gardens       / Private Bag X65  
Vorna Valley           / Halfwayhouse       Contact Person : Angeline Aylward  
Becker Street         / 1685  
Midrand

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

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**C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

**C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications**

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

<b>Clause No. in the Standard Specifications</b>	<b>Clause No. in COLTO General Conditions</b>	<b>Equivalent Clause No. in General Conditions of Contract 2004</b>
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37
3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

**C3.4.2.2 Amendments to the Standard Specifications**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

**C3.4.2.3 Project Specifications Relating to Standard Specifications**

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 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 and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or 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 B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

**C3.4.2.4 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME**

**EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

**EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

Requirements for the sourcing and engagement of labour.

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- Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  
- The rate of pay set for the SPWP is R 80 per day.
- Tasks established by the contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
  
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a) 40 % women;
  - b) 30% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.
  
- Specific provisions pertaining to SANS 1914-5
- Definitions
  - Targeted labour:** Unemployed persons who are employed as local labour on the project.
  
- Contract participation goals
- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.



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- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### **Training of targeted labour**

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate

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**MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

<u>SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS</u> .....	C.98
<u>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u> .....	C.109
<u>SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u> .....	C.110
<u>SECTION 1500: ACCOMMODATION OF TRAFFIC</u> .....	C.112
<u>SECTION 1700: CLEARING AND GRUBBING</u> .....	C.118
<u>SECTION 1800: DAYWORK SCHEDULE</u> .....	C.120
<u>SECTION 1900 : MECHANICAL SAW CUTTING</u> .....	C.122
<u>SECTION 2100 : DRAINS</u> .....	C.124
<u>SECTION 2200 : PREFABRICATED CULVERTS</u> .....	C.126
<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS</u> .....	C.134
<u>SECTION 3100: BORROW MATERIALS</u> .....	C.136
<u>SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u> .....	C.140
<u>SECTION 3300: MASS EARTHWORKS</u> .....	C.141
<u>SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u> .....	C.143
<u>SECTION 5200 : GABIONS</u> .....	C.144
<u>SECTION 5600 : ROAD SIGNS</u> .....	C.148
<u>SECTION 5700: ROAD MARKINGS</u> .....	C.152
<u>SECTION 5800: LANDSCAPING AND PLANTING GRASS</u> .....	C.154
<u>SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u> .....	C.155
<u>SECTION 6100 : FOUNDATIONS FOR STRUCTURES</u> .....	C.156
<u>SECTION 6400 : CONCRETE FOR STRUCTURES</u> .....	C.158

**1200 : GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

**B1204 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 after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC’s).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.

**(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”.

**B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested

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with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

**B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS**

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."

**B1209 PAYMENT**

**(b) Rates to be inclusive**

Add the following:

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

**(e) Materials on the site**

Add the following:

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

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- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

**Method (ii) (Critical path method)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

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Rainfall records for POLOKWANE

<b>MONTH</b>	<b>AVERAGE RAINFALL (mm)</b>	<b>RAIN DAYS (per month)</b>
JANUARY	74	11
FEBRUARY	108	12
MARCH	75	11
APRIL	47	8
MAY	15	4
JUNE	17	3
JULY	14	3
AUGUST	11	3
SEPTEMBER	39	5
OCTOBER	93	9
NOVEMBER	76	12
DECEMBER	128	14

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED**

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed after the completion of the bituminous surfacing."

**B1222 USE OF EXPLOSIVES**

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

Add the following:

"The total length of the road reserve between the specified limits of construction

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

**B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

"Where reference is made in this specification or the standard specifications to the cement specifications, eg. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

**SABS ENV 197-1: Cement-composition, specifications and conformity criteria.**

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5

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Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Add the following new clauses:

**“B1230: IN-SERVICE TRAINING**

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

**(a) Details of in-service training**

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
  - the details of training to be provided
  - the manner in which the training is to be delivered
  - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:



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- the name of the contractor
- the name of the employee
- the name of the project/contract
- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

**(b) Lead time for training**

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

**B1231 COMMUNITY LIAISON OFFICER (CLO)**

The municipality will appoint a Community Liaison Officer (CLO) after consultation with the local communities. 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 \_\_\_\_\_(insert time) and \_\_\_\_\_ (insert time) and at other times as the need arises. His normal working day will extend from \_\_\_\_\_ (insert time) in the morning until \_\_\_\_\_ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

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- (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.

**B1232 SUBCONTRACTORS**

Over and above the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved

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subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

**B1233 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

**B1234 MEASUREMENT AND PAYMENT**

Add the following items:

<b>"ITEM</b>	<b>UNIT</b>
<b>B12.01 Excavation</b>	
Excavating material within the following depth ranges below ground level for the exposing of/or searching for services	
(a) 0m to 2m	
(i) soft material	cubic metre (m <sup>3</sup> )
(ii) hard material	cubic metre (m <sup>3</sup> )
(b) Extra over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted	
(i) soft material	cubic metre (m <sup>3</sup> )
(ii) hard material	cubic metre (m <sup>3</sup> )

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

<b>ITEM</b>	<b>UNIT</b>
<b>B12.02 Backfilling</b>	
(a) Using the excavated material	cubic metre (m <sup>3</sup> )

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(b) Using imported selected material cubic metre (m<sup>3</sup>)

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Measurement and payment shall be as specified for item 22.02 in the standard specifications.

<b>ITEM</b>		<b>UNIT</b>
B12.03	(a) Allow a provisional sum for existing services to be relocated and/or protected as ordered by the engineer	provisional sum
	(b) Handling costs and profit in respect of subitem B12.03(a) above	percentage (%)

Measurement and payment shall be in accordance with the general conditions of contract.”

<b>ITEM</b>		<b>UNIT</b>
<b>B12.04</b>	<b>Provision for a Community Liaison Officer</b>	
	a) Provisional sum for the payment of the Community Liaison Officer	Provisional Sum
	b) Handling costs and profit in respect of sub-item B12.04(a)	Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

**SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1302 GENERAL REQUIREMENTS**

**(a) Camps, constructional plant and testing facilities**

Add the following:

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

**B1303 PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B13.01 The contractor's general obligations</b>	(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

**SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

Add the following:

"The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

**b) Offices**

Add the following new sub-sub-clause:

"(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones."

**B1403 HOUSING**

**c) Rented accommodation**

Add the following:

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer."

**B1406 MEASUREMENT AND PAYMENT**

Add the following sub-item:

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<b>ITEM</b>		<b>UNIT</b>
B1403 (b) (ix)	1. Provision of cellular telephones	Number (No)
	2. Provisional sum for the costs of cellular calls and other charges	Provisional sum
	3. Handling cost and profit in respect of sub-item B14.03(b)(ix) 2	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer's site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider."

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the engineers site staff of the supplied cellular telephones."

<b>ITEM</b>		<b>UNIT</b>
<b>B14.11</b>	<b>Provision and erection of security fencing (Including gate)</b>	metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

**General: Method of payment**

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."



**SECTION 1500: ACCOMMODATION OF TRAFFIC**

**B1502 GENERAL REQUIREMENTS**

**(e) Access to properties**

Add the following:

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

**(i) Traffic safety officer**

Add the following after subclause (viii):

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

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

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

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

Add the following new subclauses:

**“(j) Handing over the site**

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

**(k) Use of explosives in close proximity of temporary deviations**

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The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

**(l) Land taken up for deviations**

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

**“(m) Maximum lengths of construction areas**

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

**B1503 TEMPORARY TRAFFIC CONTROL FACILITIES**

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

**(b) Road signs and barricades**

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with

the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

**(c) Channelization devices and barricades**

Add the following:

“Drums shall not be used as channelization devices.

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

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer.”

**e) Warning devices**

Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the engineer’s site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

**B1514 TEMPORARY FENCING AND GATES**

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Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

**B1517 RETRO-REFLECTIVE MATERIAL**

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in CLAUSE b 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

**B1518 MEASUREMENT AND PAYMENT**

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

Renumber item 15.03 as B15.03

Add the following sub-item:

<b>“ITEM</b>	<b>UNIT</b>
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<b>B15.03 Temporary traffic control facilities</b>	
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(n) Provision of high visibility safety jacketsand safety hats	number (No)
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The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.

Add the following items:

<b>“ITEM</b>	<b>UNIT</b>
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<b>B15.14 Allow provisional sum for:</b>	
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|-----|---|-----------------|
| (a) | repair of damaged temporary road signs and delineators      | provisional sum |
| (b) | replacement of damaged temporary road signs and delineators | provisional sum |

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

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

<b>ITEM</b>	<b>UNIT</b>
<b>B15.15 Prime cost sum for:</b>	
(a) Compensation to landowners for land taken up by deviations	prime cost (PC) sum
(b) Handling cost and profit in respect of sub-item B15.15(a) above	percentage (%)

The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor.”

**SECTION 1700: CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF WORK**

**a) Clearing**

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

**B1703 EXECUTION OF WORK**

**a) Areas to be cleared and grubbed**

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

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**B1704 MEASUREMENT AND PAYMENT**

Change item 17.01 to read as follows:

<b>ITEM</b>		<b>UNIT</b>
<b>B17.01</b>	<b>Clearing and grubbing of:</b>	
a)	Normal areas:	
	i) Within the road reserve	hectare (ha)
	ii) In borrow pits	hectare (ha)
b)	Existing fill embankments with Slopes steeper than 1:4	hectare (ha)

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical : horizontal), payment shall be made under item B17.01.”



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**SECTION 1800: DAYWORK SCHEDULE**

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

Add the following:

**B1801 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 tender 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.

**B1802 ORDERING OF DAYWORK**

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

**B1803 MEASUREMENT AND PAYMENT**

The engineer may order the following daywork items:

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>
B18.01	Labourers: (i) Unskilled (ii) Semi-skilled (iii) Skilled	Hour (h) Hour (h) Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks: (i) 3 – 5 ton (ii) 5,1 – 10 ton	Hour (h) Hour (h)
B18.04	Loader (0,5m <sup>3</sup> )	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Compaction Rollers: (i) Vibrator roller (ii) Tamping roller (iii) Grid roller	Hour(h) Hour (h) Hour(h)
B18.08	Hand Controlled Compactors (i) Pedestrian roller (Bomag BW90) (ii) Vibratory plate (iii) Rammers	Hour(h) Hour(h) Hour(h)

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B18.09	Water truck (min 10000 l)	Hour(h)
B18.10	Dozer (D7 or similar)	Hour(h)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

**SECTION 1900 : MECHANICAL SAW CUTTING**

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

Add the following section:

**B1901 SCOPE**

This section covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

**B1902 PLANT**

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skilled operators shall be required for operating the sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

**B1903 PREPARATION PRIOR TO SAW CUTTING**

Before saw cutting may commence the cut line shall be accurately pre-marked to the specified dimensions in terms of the drawings or as instructed by the engineer.

**B1904 CONSTRUCTION TOLERANCES**

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

**(a) Horizontally**

The maximum deviation from the specified line shall not be more than 5mm.

**(b) Vertically**

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 25mm".

**B1905 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B19.01 Establishment of suitable saw cutting machine on site</b>	number (No.)

The unit of measurement shall be the number of saw cutting machines provided on the instruction of the engineer.

The tendered rate shall include full compensation for the provision of the saw cutting machine including transport to and from the site. No payment shall be made for providing substitute saw cutting machines for machines that have broken down. No payment shall be made for standing time of saw cutting machines and at least one saw cutting machine shall

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be available on the site when such a machine is required on site. Payment shall only be made once for the establishment of the saw cutting machine on site irrespective of any discontinuity in the application of the saw cutting machine on site.

**ITEM**

**UNIT**

**B19.02 Saw cutting of in situ materials (type of material and depth of saw cut indicated)**

metre (m)

The unit of measurement shall be the metre of material cut with the saw cutting machine for each type of material and depth of saw cut. The tendered rate shall include full compensation for the saw cutting of the materials as directed as well as for all plant, labour, fuel and other incidentals necessary.”

**SECTION 2100 : DRAINS**

**B2103 BANKS AND DYKES**

Add the following:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”

**B2104 SUBSOIL DRAINAGE**

**(a) Materials**

**(i) Pipes**

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

**(ii) Synthetic-fibre filter fabric**

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of  $3 \times 10^{-3}$  m per second.”

**B2107 MEASUREMENT AND PAYMENT**

Change item 21.09 to read as follows:

<b>ITEM</b>	<b>UNIT</b>
<b>B21.09 Polyethylene sheeting, 0,25mm thick, or similar approved material, for lining subsoil draining systems</b>	square metre (m <sup>2</sup> )

Measurement and payment shall be as specified for item 21.09 in the standard specifications.”

Add the following new items:

<b>ITEM</b>	<b>UNIT</b>
<b>B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter</b>	Number (No)

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with

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a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

**ITEM**

**UNIT**

**B21.21 Subsoil drainage markers**

Number (No)

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

**SECTION 2200 : PREFABRICATED CULVERTS**

**B2201 SCOPE**

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary”.

**B2203 MATERIALS**

**(f) Skewed Ends**

Delete the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls”.

**B2204 CONSTRUCTION METHODS**

Add the following:

“In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

## **SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

## **PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

## **HAND EXCAVATEABLE MATERIAL**

Hand excavateable material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle



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of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

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GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**(d) Drainage of excavations**

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

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Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

**B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**

**B.2210(b)(i) Cast in situ invert slabs**

Replace with the following:

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face).

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed”.

Delete subclause B.2210(b)(ii) : “Prefabricated floor slabs.”

**B2211 BACKFILLING OF PREFABRICATED CULVERTS**

Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the engineer."

**B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES**

**(b) Concrete work**

Add the following:

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish.”

**(h) Prefabricated inlet and outlet structures**

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall

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be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section."

**B2218 MEASUREMENTS AND PAYMENT**

Add the following:

<b>"ITEM</b>	<b>UNIT</b>
B22.01 (c) Extra over subitem B22.01(a) for excavation by hand using hand tool	cubic metre (m <sup>3</sup> )

Measurement shall be as specified for pay item 22.01 of the standard specifications.

The tendered rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

<b>ITEM</b>	<b>UNIT</b>
<b>B22.07 (f) Formwork for joints in cast in situ concrete invert slabs</b>	
(i) Transverse construction joints (type indicated)	square metre (m <sup>2</sup> )
(ii) Longitudinal joints (as per drawing)	metre (m)

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

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Add the following new items:

<b>“ITEM</b>	<b>UNIT</b>
<b>B22.29 Tie bars for joining in situ concrete invert slabs to inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)</b>	Number (No.)

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The tendered rate shall include full compensation for supply and installation of the tie bars.

<b>ITEM</b>	<b>UNIT</b>
B22.30 a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated)	cubic metre (m <sup>3</sup> )
b) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate)	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The tendered rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

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**ITEM** **UNIT**

**B22.31 Dewatering and keeping dry of culvert excavations**

The unit of measurement shall be the number of culverts constructed. The tendered rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

- (i) 80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.
- (ii) Remaining 20% of the payment shall be made after the wingwalls have been constructed and backfilled.

**ITEM** **UNIT**

**B22.32 Cutting of concrete pipes**

- a) Diameter indicated Number (No.)

The unit of measurement shall be the number of pipes that have been cut. The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid.

Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m.”

Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

**SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**

**B2301 SCOPE**

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

- Type A : In situ concrete channel, 0,8m wide on fills
- Type B : Precast concrete kerbing, semi-mountable (SABS 927-1969)
- Type C : In situ concrete kerbing at intersections
- Edge beam : In situ concrete kerbing at farm access and bus stops
- Type E, F1 & F2 : In situ concrete “V”-shaped channels in side drains and open drains.”

**B2302 MATERIAL**

Add the following new subclauses:

**(e) Metal pipes**

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

**B2304 CONSTRUCTION**

**(d) Slip form kerbing**

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

**(e) Cast in situ kerbs and channels**

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new subclauses:

**(i) Construction sequence**

Replace paragraphs (i), (ii) and (iii) with the following:

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“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

**(k) Formwork and finish**

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”



**SECTION 3100: BORROW MATERIALS**

**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

**B3103 OBTAINING BORROW MATERIALS**

**(a) General**

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

**(b) Use of borrow materials**

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

**B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

**(c) Excess overburden**

Add the following:

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

**f) Protecting borrow pits**

Add the following:

"It is a requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified, be dismantled and removed and discarded as decided upon by the contractor. Payment for temporary fencing around borrow

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pits shall be made in accordance with the stipulations of section 5500 in these specifications."

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Add the following new subclause:

**“(h) Haul roads**

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer.”

**B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS**

Add the following to this clause:

“Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section.”

**B3108 MEASUREMENT AND PAYMENT**

Change item 31.01 to read as follows:

<b>"ITEM</b>	<b>UNIT</b>
<b>B31.01 Excess overburden :</b>	
(a) Depth up to and including 0,5m	cubic meter (m <sup>3</sup> )
(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m <sup>3</sup> )

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable.”

Add the following new item:

<b>“ITEM</b>	<b>UNIT</b>
<b>B31.04 Compensation to landowners:</b>	
(a) Prime cost sum for compensation to landowners	prime cost (PC) sum
(b) Handling cost and profit in respect of sub-item B31.04(a) above	percentage (%)

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage is an extra over percentage on the amount actually spent under sub-item B31.04(a) which shall include full compensation for the handling costs and profit of

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the contractor.”

**SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS**

**B3204 BREAKING-DOWN THE MATERIAL**

**(a) Initial breaking-down of the material in cuttings, borrow pits and existing pavement layers**

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

**(b) Further breaking-down of pavement material**

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

**B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION**

Add the following new subclause:

**(d) Pioneer layer**

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

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**SECTION 3300: MASS EARTHWORKS**

**B3305 TREATING THE ROADBED**

**(a) Removing unsuitable material**

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

**(c) Preparing and compacting the roadbed**

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layer works, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

**B3307 FILLS**

**(c) Constructing a pioneer layer**

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in sub clause 3304(b) of the standard specifications."

**(d) Benching**

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

**B3308 FINISHING THE SLOPES**

**(d) General**

Add the following:

“Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

**B3312 MEASUREMENT AND PAYMENT**

Add the following sub-item to item 33.10:

<b>“ITEM</b>	<b>UNIT</b>
B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m <sup>3</sup> )

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the engineer for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

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**SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

**B3402 MATERIALS**

**(a) General**

Add the following:

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

**B3405 CONSTRUCTION TOLERANCES**

**(e) Cross-section**

Delete the second paragraph and replace with the following:

"The normal cross fall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

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

**(f) Surface regularity**

Add the following:

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

**B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".



**SECTION 5200 : GABIONS**

**B5201 SCOPE**

Add the following paragraph

“This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer.”

**B5203 CONSTRUCTION OF GABION CAGES**

**(a) General**

Add the following new sub-clause:

“(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

**B5204 CONSTRUCTING GABIONS**

**(c) Assembly**

Delete and substitute with:

**(c) Assembly, erection and stretching**

**(i) Assembly**

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

**(ii) Erection**

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

**(iii) Stretching**

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

**(d) Rock filling**

Add the following new sub-sub-clause:

**(iii) General**

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m<sup>3</sup> of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

**(e) Final wiring**

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

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**(f) Removal, dismantling and stacking of gabions**

“Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer’s instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.”

**B5205 MEASUREMENT AND PAYMENT**

Add the following new items:

<b>“ITEM</b>	<b>UNIT</b>
<b>B52.05 Removal and dismantling of existing damaged gabions</b>	Cubic metre (m <sup>3</sup> )

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

The tendered rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The tendered rate shall further include for the disposal of unsuitable material.

<b>ITEM</b>	<b>UNIT</b>
<b>B52.06 Gabions constructed from re-usable materials</b>	
a) Galvanised gabion boxes:	
(i) 4m x 1m x 1m	Cubic metre (m <sup>3</sup> )
(ii) 3m x 1m x 1m	Cubic metre (m <sup>3</sup> )
(iii) 2m x 1m x 1m	Cubic metre (m <sup>3</sup> )
b) Galvanised gabion mattresses	
(i) 0.3m Deep	Cubic metre (m <sup>3</sup> )

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The tendered rate shall include full compensation for using the existing wire cages and rock

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fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications.”

**SECTION 5600 : ROAD SIGNS**

**B5601 SCOPE**

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

**B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

**(a) Road signboards**

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

**(a) (ii) Steel profile road signboards**

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

**B5604 ROAD SIGN FACES AND PAINTING**

Add the following new subclause:

**“(e) Application of retro-reflective material**

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

**B5605 STORAGE AND HANDLING**

Add the following:

“The following shall not be allowed on the sign face:

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Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

**B5606 ERECTING ROAD SIGNS**

**(c) Erection**

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

**B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS**

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

**B5609 MEASUREMENT AND PAYMENT**

<b>ITEM</b>		<b>UNIT</b>
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:	

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Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

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Add the following pay items:

<b>“ITEM</b>	<b>UNIT</b>
<b>B56.10    Danger plates at culverts/structures</b>	
(a)     Type A at stormwater culverts (size indicated)	number (No.)
(b)     Type B at bridges (size indicated)	number (No.)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

<b>“ITEM</b>	<b>UNIT</b>
<b>B56.11    Replace marker boards on existing kilometre posts</b>	number (No)

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometer posts in accordance with the drawings.

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified.”

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”



**SECTION 5700: ROAD MARKINGS**

**B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

**B5707 APPLYING THE PAINT**

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

**B5711 GENERAL**

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

**“B5715 REMOVAL OF EXISTING ROAD STUDS**

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

**B5714 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)</b>	

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

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**ITEM**

**UNIT**

**B57.05      Roadstuds**

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

“No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period.”

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**SECTION 5800: LANDSCAPING AND PLANTING GRASS**

**B5802 MATERIALS**

**(c) Grass seeds**

Add the following:

"The seed mixture to be used for borrow pit areas shall be:

Eragrostis Curvula "Selected"	:	3kg/ha
Eragrostis Tef	:	2kg/ha
Chloris Gayana	:	9kg/ha
Cynodon Dactylon	:	5kg/ha
Pioneer seed	:	<u>10kg/ha</u>
		<u>29kg/ha</u>

The seed mixture to be used on cut and fill slopes shall be:

Eragrostis Curvula "Selected"	:	3kg/ha
Eragrostis Tef	:	2kg/ha
Cynodon Dactylon	:	7kg/ha
Chloris Gayana	:	5kg/ha
Cenchrus Ciliaris	:	5kg/ha
Digitaria Eriantha	:	4kg/ha
Pioneer seed	:	<u>10kg/ha</u>
		<u>36kg/ha</u>

The 10kg of pioneer seed specified shall consist of the following mixture of seeds:

Aristida Adscensionis	:	2kg/ha
Chloris Virgata	:	2kg/ha
Eleusine Coracana Subsp. Africana	:	2kg/ha
Melinis Repens Subsp. Repens	:	2kg/ha
Urochloa Panicoides	:	2kg/ha

The contractor shall make his own arrangements to obtain the specified seed mixtures. Should specific species not be available, alternative seeds may be proposed by the contractor for consideration by the engineer at tender stage."

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**SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

**B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

**SECTION 6100 : FOUNDATIONS FOR STRUCTURES**

**B6106 FOUNDING**

Add the following paragraph :

"Where founding takes place in soils or at "founding level" before the placing of foundation fill the in-situ material in the bottom of the excavation shall be compacted to a density of 90% or 93% of modified AASHTO density as directed by the engineer. The depth of preparation and compaction of founding material shall be specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

**B6108 BACKFILL AND FILL NEAR STRUCTURES**

**(a) General**

Add the following:

- (iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

**B6109 FOUNDATION FILL**

Add the following after the 3rd paragraph:

"Granular foundation fill shall be constructed from selected subgrade material.

Add the following after the 6th paragraph:

Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer.

In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

**B6115 MEASUREMENT AND PAYMENT**

Add the following new items:

<b>"ITEM</b>	<b>UNIT</b>
B61.51 (a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density (depth indicated)	cubic metre (m <sup>3</sup> )
(b) Extra over item B61.51(a) for compaction to 93%	

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of Mod. AASHTO density (depth indicated)

cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of founding material prepared and compacted to the density as specified in accordance with Clause B6106 of these project specifications.

The tendered rates shall include full compensation for shaping, scarifying, mixing of in-situ and imported material if required, and preparing and compacting the material as specified."

**SECTION 6400 : CONCRETE FOR STRUCTURES**

**B6402 MATERIALS**

**(a) Cement**

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

**B6404 CONCRETE QUALITY**

**(b) Strength concrete**

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m<sup>3</sup> of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

**B6405 MEASURING THE MATERIALS**

**(c) Aggregates**

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

**B6407 PLACING AND COMPACTING**

**(a) General**

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

**B6408 CONSTRUCTION JOINTS**

**(a) General**

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

**B6409 CURING AND PROTECTING**

Add the following:

The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

**B6414 QUALITY OF MATERIALS AND WORKMANSHIP**

**(a) Criteria for compliance with the requirements**

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200 : Quality Control (Scheme 1)."

Add the following new paragraph:

**(d) Concrete cores - strength requirements**

"Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

**B6416 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B64.01 Cast in situ concrete:</b>	cubic metre (m <sup>3</sup> )

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."



**C3.4.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS**

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C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

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C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

**C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION**

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

**C3.4.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, The Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

**C3.4.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

**C3.4.3.1.3 General Occupational Health & Safety Provisions**

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by the Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the

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Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and “good-standing” from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines’ premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

\* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: “Agreement with Mandatary” in his agreement with such Contractors.

\* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHS Act
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)

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Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Municipality together with concise CV's of the appointees. All appointments must be officially approved by the Municipality. Any changes in appointees or appointments must be communicated to the Municipality forthwith.

The Principal Contractor must, furthermore, provide the Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Municipality

In addition the Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

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Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

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(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
- \* Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Asbestos Demolition & Stripping Register
  - \* Batch Plant Inspections
  - \* Construction Vehicles & Mobile Plant Inspections by Controller
  - \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
  - \* Demolition Inspection Register
  - \* Designer's Inspection of Structures Record
  - \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
  - \* Excavations Inspection
  - \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
  - \* Fall Protection Inspection Register
  - \* First Aid Box Contents

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- \* Fire Equipment Inspection & Maintenance
- \* Formwork & Support work Inspections
- \* Hazardous Chemical Substances Record
- \* Ladder Inspections
- \* Lifting Equipment Register
- \* Materials Hoist Inspection Register
- \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- \* Scaffolding Inspections
- \* Stacking & Storage Inspection
- \* Inspection of Structures
- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- \* Inspection of Vessels under Pressure
- \* Welding Equipment Inspections
- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

The Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to RAL on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to the Municipality for record keeping purposes.

- (g) Training, Awareness and Competence



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The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated above
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)

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- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of

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information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor will be required to do Site Safety Walks with the Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all the Municipality's OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by the Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

The Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

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(ii) Other Audits and Inspections by the Municipality:

The Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany the Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb

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- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

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OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control

to the Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide the Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide the Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

**C3.4.3.1.4 Operational Control**

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

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As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
  - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
  - A geo-scientific report (where applicable)
  - The loading the structure is designed to bear
  - The methods and sequence of the construction process
  - All drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing



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- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&SW and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&SW
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&SW must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to **the Municipality** for approval before commencing with the excavation and **the Municipality** will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
  - the excavation is in stable material or where
  - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator

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- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
  - Daily before work commences
  - After every blasting operation
  - After an unexpected collapse of the excavation
  - After substantial damage to any supports
  - After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
  - any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
  - the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
  - the safe atmosphere must be maintained or
  - employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
  - an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
  - additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
  - all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
  - the employer must ensure that all employees have left the confined space after the completion of work
  - where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing

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- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
  - no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
  - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
  - shoring or propping is applied where necessary
  - No person must be required or allowed to work under unsupported overhanging material
  - **THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES**
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
  - Adequately constructed and rigidly fastened
  - If inclined >45 degrees enclosed on all four sides
  - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
  - Discharged into a container or a barricaded area
  - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
  - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
  - All asbestos materials likely to become airborne must be identified
  - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

#### **During demolition work:**

- all asbestos containing material must be disposed of safely
- workers must be issued with appropriate PPE and the proper use thereof enforced

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- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
  - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
  - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
  - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a \*tunnel that has a height dimension less than 800 mm
  - \* Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

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The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

**The Contractor or user must ensure that:**

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) **Cranes & Lifting Equipment (Construction Regulation 20)**

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
  - chains – 4 (four)
  - steel wire ropes - 5 (five)
  - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety
- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person

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- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a
- cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- with a load indicator or a load lifting limiting device

#### **Lifting Tackle:**

- to be manufactured of sound material, well constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:

- Natural fibre ropes	-	10(ten)
- Man-made fibre ropes & woven webbing	-	06(six)
- Steel wire ropes – single rope	-	06(six)
- Steel wire ropes – combination slings	-	08(eight)
- Mild Steel chains	-	05(five)
- High tensile/alloy steel chains	-	04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

#### **Operator**

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 000 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

#### **Construction Regulation 20:**

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
  - account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
  - clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely

TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to the Municipality for approval and permission to carry out the lift.

- (n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

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Construction Vehicles and Mobile Plant will be inspected by the Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.



Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

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- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) **Electrical & Mechanical Lock-Out**

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to the Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site

(q) **Use & Storage of Flammables (Construction Regulation 23)**

**The Contractor to ensure that:**

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other sources of ignition is allowed in the area
  - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
  - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"
  - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
  - Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
  - All electrical switches and fittings to be of a flameproof design
  - Any work done with tools in a flammables store or work areas to be of a non-sparking nature

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- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of Flammable is to be kept in the workplace
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static
- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measures to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

**The Contractor to ensure that:**

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences , boarded over or provided with protection to prevent persons from falling

(t) Stacking & Storage (Construction Regulation 27)

**The Contractor/Employer must ensure that:**

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- A competent person is appointed in writing to supervise all stacking and storage on a construction site
  - Adequate storage areas are provided and demarcated
  - The storage areas are kept neat and under control
  - The base of any stack is level and capable of sustaining the weight exerted on it by the stack
  - The items in the lower layers can support the weight exerted by the top layers.
  - Cartons and other containers that may become unstable due to wet conditions are kept dry
  - Pallets and containers are in good condition and no material is allowed to spill out
  - The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
  - the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
  - The articles that make up a single tier are consistently of the same size, shape and mass
  - Structures for supporting stacks are structurally sound and able to support the mass of the stack
  - No articles are removed from the bottom of the stack first but from the top tier first
  - Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
  - Stacks that are in danger of collapsing are broken down and restacked
  - Stability of stacks are not threatened by vehicles or other moving plant and machinery
  - Stacks are built in a header and stretcher fashion and that corners are securely bonded
  - Stepped back at least half the depth of a single container at least every fifth tier
  - Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations
- (u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)
- See (u) above and (v) below.
- (v) Fire Prevention and Protection

#### **The Principal Contractor must ensure that:**

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
  - notices prohibiting smoking is displayed and enforced
  - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - only spark-free hand and power tools are used
  - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
  - flameproof switches & fittings are to be used in the flammable atmosphere

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- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
- Maintenance must include:
  - Regular inspection by a competent person appointed in writing and keeping a register
  - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
- A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
- Employees are informed re. emergency evacuation procedures and escape routes
- Emergency escape routes are kept clear at all times
- After evacuation assembly points are demarcated
- Evacuation is practised to ensure that all is evacuated timeously
- Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
- A clearly audible to all persons on site siren or alarm is fitted

(w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

**Some form of screened off changing facility must be provided separately for each sex.**

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

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(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any EPWP projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as

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fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

#### **Portable Electrical Tools**

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

#### **Portable Lights**

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

#### **(z) Public Health & Safety (Section 9 of the OHS Act)**

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

#### **(aa) Hazardous Chemical Substances**

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**The Contractor/Employer must ensure that:**

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
  - the wearing and use of protective equipment
  - the use and storage of HCS
  - the prevention of the release of HCS
  - the wearing of exposure monitoring and measuring equipment
  - the cleaning up and disposal of materials containing HCS
  - housekeeping, personal hygiene and the protection of the environment
  - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
  - suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
  - an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements



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(bb) Project/Site Specific Requirements

**See Annexure 3**

**Annexure 1: Measuring Injury Experience**

**Annexure 2: SHE Risk Management Report**

**Annexure 3. List of Risk Assessments**

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**ANNEXURE 1: MEASURING INJURY EXPERIENCE**

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called “DIFR”. The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of manhours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often “hidden” by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

**COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)**

**FORMULA**

No. of Compensation Claims X 200 000

\*220 man hours X No. of Employees

**DEFINITIONS**

No. of Compensation

Claims:           **The number of claims lodged with the COID insurer for the period under review**

**200 000:**       The fixed factor to align the rate with other rates used internationally

Manhours Worked

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- Include:       \*     Hourly Paid Employees  
                 \*     Sub-contactors (No. of Employees X \*220 each)  
                 \*     Staff (No. of Employees X \*220 hours each)

**220 manhours:**     The \*average number of hours worked by one employee in one month in the Construction industry.

\* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

**No. of Employees:**   The actual or average number of employees employed

for the period under review.

2002/03CIFRSystem

## **ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT**

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

### **EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS**

XYZ construction

\*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

\*(SHE = Safety, Health & Environment)

#### **1. Introduction**

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

#### **2. Incident Statistics**

##### **Compensation Incident Frequency Rate (CIFR)**

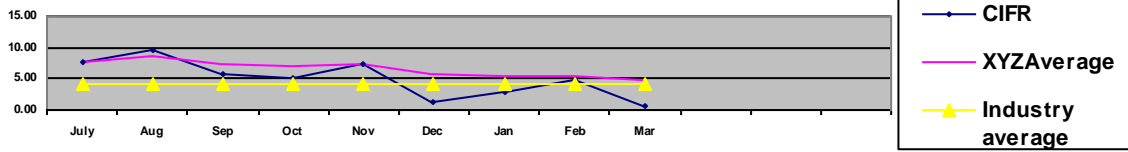
CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000

Manhours worked

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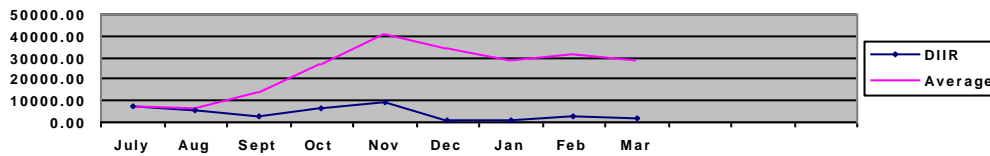
**FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**



2.

2. Disabling Injury Incidence Rate (DIIR)

$$DIIR = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. **RISK AREAS**

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
  - protect XYZ from claims at a later stage
  - ensure that only healthy persons are employed
  - prevent injuries and illness in the workplace

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- enhance XYZ image

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

#### 4. AUDITS

Three SHE audits were conducted in February and March:

4.1.	Job 00432:	Gillooly's Mall	Compliance: 56%(*)
	Job 00786:	Cullinan Head Office	Compliance: 83%(****)
	Job 00589:	Cleveland Station	Compliance: 76%(***)

#### 5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. \*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

#### 6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

**8. OCCUPATIONAL AND OTHER HEALTH MATTERS**

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

**9. ENVIRONMENTAL MEASURES**

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

**10. ACHIEVEMENTS/AWARDS**

10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.

10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager 2002.09.27

**ANNEXURE 3: LIST OF RISK ASSESSMENTS**

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader



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- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- \* Pressure testing of pipelines
- \* Backfilling of trenches
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

### **C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN**

#### CONTENTS

- C3.4.3.2.1 SCOPE
- C3.4.3.2.2 DEFINITIONS
- C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.4.3.2.4 LEGAL REQUIREMENTS
- C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.4.3.2.6 TRAINING
- C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.4.3.2.9 RECORD KEEPING
- C3.4.3.2.10 COMPLIANCE AND PENALTIES
- C3.4.3.2.11 MEASUREMENT AND PAYMENT

#### **C3.3.1 SCOPE**

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Municipality Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

**C3.4.3.2.1. DEFINITIONS**

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Municipality Limited and National Roads Act, 1998 (Act No. 7, 1998)

**Environment:** environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision:** a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Road Reserve:** the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

**Road Width:** for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

#### **C3.4.3.2.2. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS**

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water  
Destruction or removal of fauna and flora and effect on biological diversity  
Deformation of the landscape  
Soil erosion  
Destruction of historical/heritage sites  
Effect on the built environment  
Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

#### **C3.4.3.2.3. LEGAL REQUIREMENTS**

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the

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contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

**C3.4.3.2.4. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

**C3.4.3.2.5. TRAINING**

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Municipality's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;

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- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

**C3.4.3.2.6. ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

**C3.4.3.2.7. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be



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cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the

contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

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Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

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c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAFF) licensed landfill site or at a site approved by DWAFF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

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All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

#### ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

#### iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

#### iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

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e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

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The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and 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 or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise,

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dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

#### iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

#### iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's



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proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the

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necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relevant authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

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 tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

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k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

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n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

**C3.4.3.2.8. RECORD KEEPING**

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

**C3.4.3.2.9. COMPLIANCE AND PENALTIES**

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

**a) Unnecessary removal or damage to trees**

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

**b) Serious violations:**

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

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#### c) Less serious violations:

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Excess dust or excess noise emanating from site.:		R1 000 per incident
• Dumping of milled material in side drains or on grassed areas:		R1 000 per incident
• Possession or use of intoxicating substances on site.:		R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.:		R2 000 per incident
• Illegal hunting.	:	R2 000 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

#### C3.4.3.2.10. MEASUREMENT AND PAYMENT

Item	Unit
<b>C100.01</b> Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

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<b>Item</b>		<b>Unit</b>
<b>C100.02</b>	<b>Penalty for serious violations</b>	
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b)	General damage to sensitive environments	
(c)	Damage to cultural and historical sites	number (No)
(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

<b>Item</b>		<b>Unit</b>
<b>C100.03</b>	<b>Penalty for less serious violations</b>	
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed limits	number (No)
•	Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
•	Illegal hunting	number (No)
•	Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

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Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.



**Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS					SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION		
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil		
1700	Clearing and	Waste treatment	Selection of site	Selection of site	Protection of indigenous		

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	
	grubbing	Hazardous waste Water supply Noise /lights Dust control	Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	vegetation Preserve topsoil	
2100 2400	- Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 3900	- Pavement layers	Waste treatment Hazardous waste	Selection of site Preserve indigenous	Selection of site	Preserve indigenous vegetation	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Water supply Spillage Storage Noise / lights Dust control	vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Preserve indigenous vegetation Preserve topsoil	Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancilliary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Storage	Preserve topsoil	Preserve topsoil	Management of weeds	

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**C3.4.3.3 PROVISION OF STRUCTURED TRAINING**

## CONTENTS

C3.4.3.3.1 SCOPE

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.4 MEASUREMENT AND PAYMENT

**C3.4.3.3.1 SCOPE**

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

**C3.4.3.3.2 GENERIC TRAINING**

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION		ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS	.....	
2	FLAGMEN	.....	
3	CONCRETE HANDLING, PLACING AND FINISHING	.....	
4	GUARDRAILS	.....	
5	BITUMINOUS ROAD SURFACING	.....	

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C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

**C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING**

C3.4.3.3.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

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C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

<b>COURSE DESCRIPTION</b>	<b>ESTIMATED DURATION (DAYS)</b>
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

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C3.4.3.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

**C3.4.3.3.4 MEASUREMENT AND PAYMENT**

<u>ITEM</u>	<u>UNIT</u>
E12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.



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- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accreditation training as specified in the document.

MANAGEMENT

**C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

**C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

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**PART C4: SITE INFORMATION**

[C4.1](#)     [SITE INFORMATION](#).....C.234

[C4.2](#)     [LOCALITY PLAN](#).....C.235

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**SITE INFORMATION**

## C4.1.1 Material site investigation

The in-situ material ranges from G5 to G9 material.

## C4.1.2 Pavement and layer works design

THR14 was used for the pavement design. The design is as follows:

Surfacing	:30 mm hot mix Asphalt Surfacing (60/70) pen. over 30% diluted stable grade anionic emulsion tack coat applied at 0.6 l/m <sup>2</sup>
Base Layer:	:150 mm C3, Mechanically/chemically stabilised gravel compacted to 98% Mod AASHTO density,
Subbase	:150 mm G5 gravel from borrow pit compacted to 96% Mod AASHTO
Upper selected	:150 mm G6 from Borrow pit materials compacted to 95% Mod AASHTO
Lower selected	150mm of G7/G8 from the borrow pit compacted to 93% Mod AASHTO
Roadbed	:150 mm G8/G9 or suitable In-situ materials ripped and re-compact to 90% Mod AASHTO

## C4.1.3 Existing services include electricity, water and sewer.

## C4.1.4 Services

Existing services include electricity, water and sewer.

## C4.1.5 Traffic counts

Traffic counts were carried out on the site. The results of these counts were insignificant such that they did not justify the upgrading of these roads.

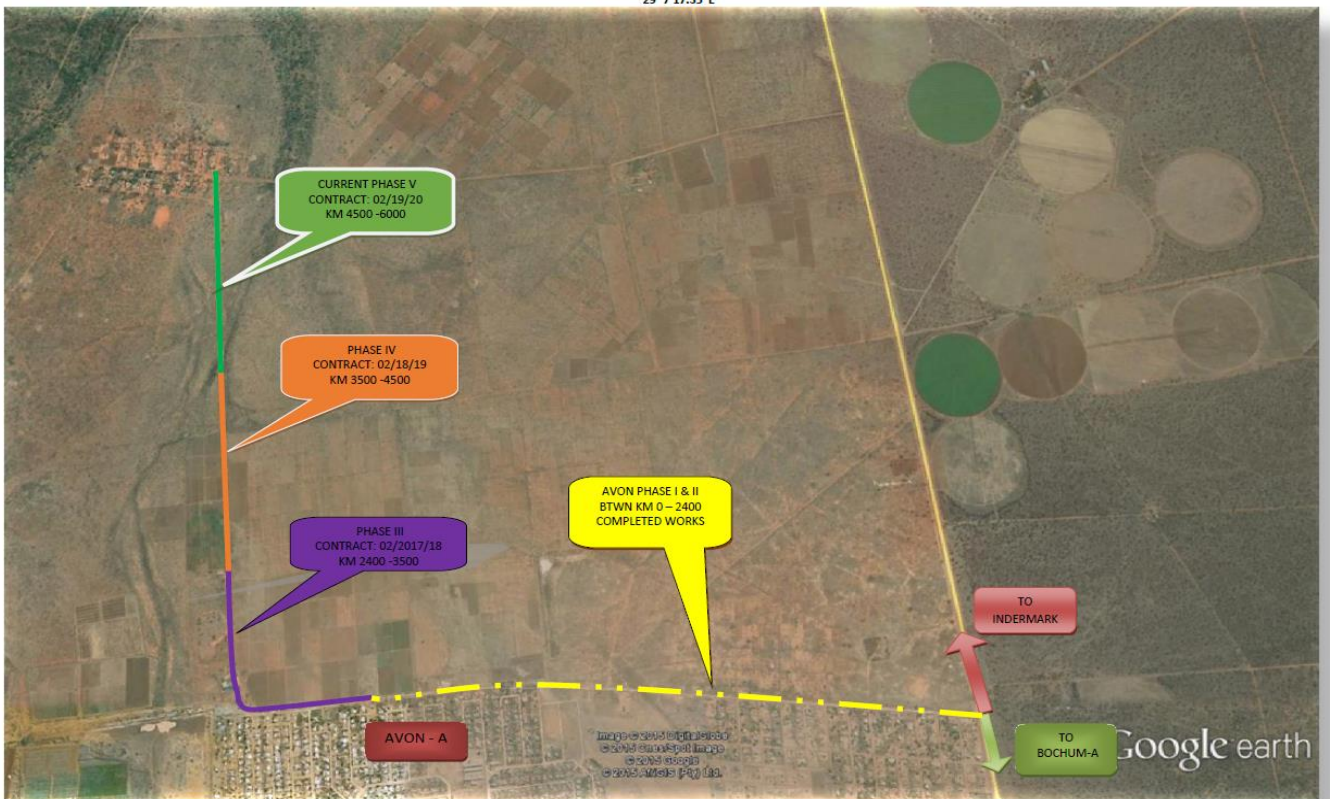
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**LOCALITY PLAN**

UPGRADING OF AVON INTERNAL STREETS AND STORM WATER (PHASE V)  
CONTRACT NO. BM 02/19/20  
LOCALITY MAP OF AVON ACCESS ROAD TO BE UPGRADED  
COORDINATES 23° 8'20.40"S  
29° 7'17.35"E



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**PART C5: ANNEXURES**

<a href="#">C5.1</a>	<a href="#">PROFORMA DOCUMENTS</a> .....	C.237
<a href="#">C5.2</a>	<a href="#">CONTRACT DRAWINGS</a> .....	C.249

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• **PROFORMA DOCUMENTS**

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

<a href="#">C5.1.1</a>	<a href="#">RETENTION MONEY GUARANTEE PROFORMA</a> .....	C.238
<a href="#">C5.1.2</a>	<a href="#">EXAMPLE OF ABE DECLARATION AFFIDAVIT</a> .....	C.240
<a href="#">C5.1.3</a>	<a href="#">FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT</a> .....	243
<a href="#">C5.1.4</a>	<a href="#">FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT</a> ...	243
<a href="#">C5.1.5</a>	<a href="#">FORM RDP 11(E) : GENERIC TRAINING REPORT</a> .....	244
<a href="#">C5.1.6</a>	<a href="#">FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT</a> .....	245
<a href="#">C5.1.7</a>	<a href="#">FORM RDP 13(E) : ENGINEERING TRAINING REPORT</a> .....	246
<a href="#">C5.1.8</a>	<a href="#">FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT</a> .....	247

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• RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

.....Municipality  
.....  
.....  
.....

FOR INFORMATION ONLY:  
This Guarantee is not to be completed and signed by the Guarantor.  
A separate form will be issued to the successful Tenderer

Notes to Tenderer

1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT NO. : BM 02/19/20

FOR

DESCRIPTION OF THE CONTRACT

“CONSTRUCTION OF AVON INTERNAL STREETS PHASE V”

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as “the Contractor”) in connection with the above mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

.....  
(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at .....  
or such other address as we shall in writing notify to you.

*BLOUBERG MUNICIPALITY*

**CONTRACT No. BM 02/19/20**

**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

---

- 2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
- 3. Our aggregate liability under this guarantee is limited to .....  
(R.....) and is restricted to payment of monies only.
- 4. 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 you, becomes payable to the Contractor.
- 5. This guarantee is neither negotiable nor transferable 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 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

.....

.....



*BLOUBERG MUNICIPALITY*

CONTRACT No. BM 02/19/20

**FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

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• **EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

- 1. Name of firm : .....
- Postal address : .....
- Telephone no. : ..... Fax no .....
- Contact person : .....
- VAT registration no. : .....

- 2. Type of firm (tick as appropriate)
  - Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....

3. Principal Business Activities :.....

4. Service/work to be performed on this contract: .....

- 5. Participation in this contract
  - as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

**BLOUBERG MUNICIPALITY**

**CONTRACT No. BM 02/19/20**

**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

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7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

<b>PROJECT AND WORK PERFORMED</b>	<b>EMPLOYER (NAME, ADDRESS, TEL, FAX)</b>	<b>VALUE OF RANDS</b>

**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

I, .....,  
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

*BLOUBERG MUNICIPALITY*

**CONTRACT No. BM 02/19/20**

**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

---

Signature .....

Name (print) .....

Date .....

Signed on behalf of (print name) .....

Address .....

.....

Telephone no. ....

Commissioner of Oath .....

Date .....

**Note: In the case of a Company a certificate of authority for signatory must be provided.**

*BLOUBERG MUNICIPALITY*

CONTRACT No. BM 02/19/20

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

**EXAMPLE**

- FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 20XX										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Admin (AD)								
		Others (o)								
<b>TOTALS</b>										
<b>GRAND TOTALS</b>										

**EXAMPLE**

- FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

*BLOUBERG MUNICIPALITY*

CONTRACT No. BM 02/19/20

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 20XX				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
<b>TOTALS</b>				

EXAMPLE

- FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 200X
--

*BLOUBERG MUNICIPALITY*

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**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		
<b>TOTAL</b>										
<b>TOTAL ALL TRAINEES</b>										

**EXAMPLE**

- FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.....

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 200X										
DATES OF		EMPLOYER OF TRAINEE		NAME OF TRAINING	ATTENDANCES			TOTAL COST OF		

*BLOUBERG MUNICIPALITY*

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**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

TRAINING COURSES				INSTITUTE OR IF IN-HOUSE WRITE IH	NUMBER ATTENDING		CERTIFICATES AWARDED		TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

EXAMPLE

- FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 20XX										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE - IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

*BLOUBERG MUNICIPALITY*

**CONTRACT No. BM 02/19/20**

**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

									<b>TOTAL</b>	
									<b>TOTAL ALL TRAINEES</b>	

**EXAMPLE**

- **FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT**

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF						20XX
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				



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FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

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CONTRACT No. BM 02/19/20

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

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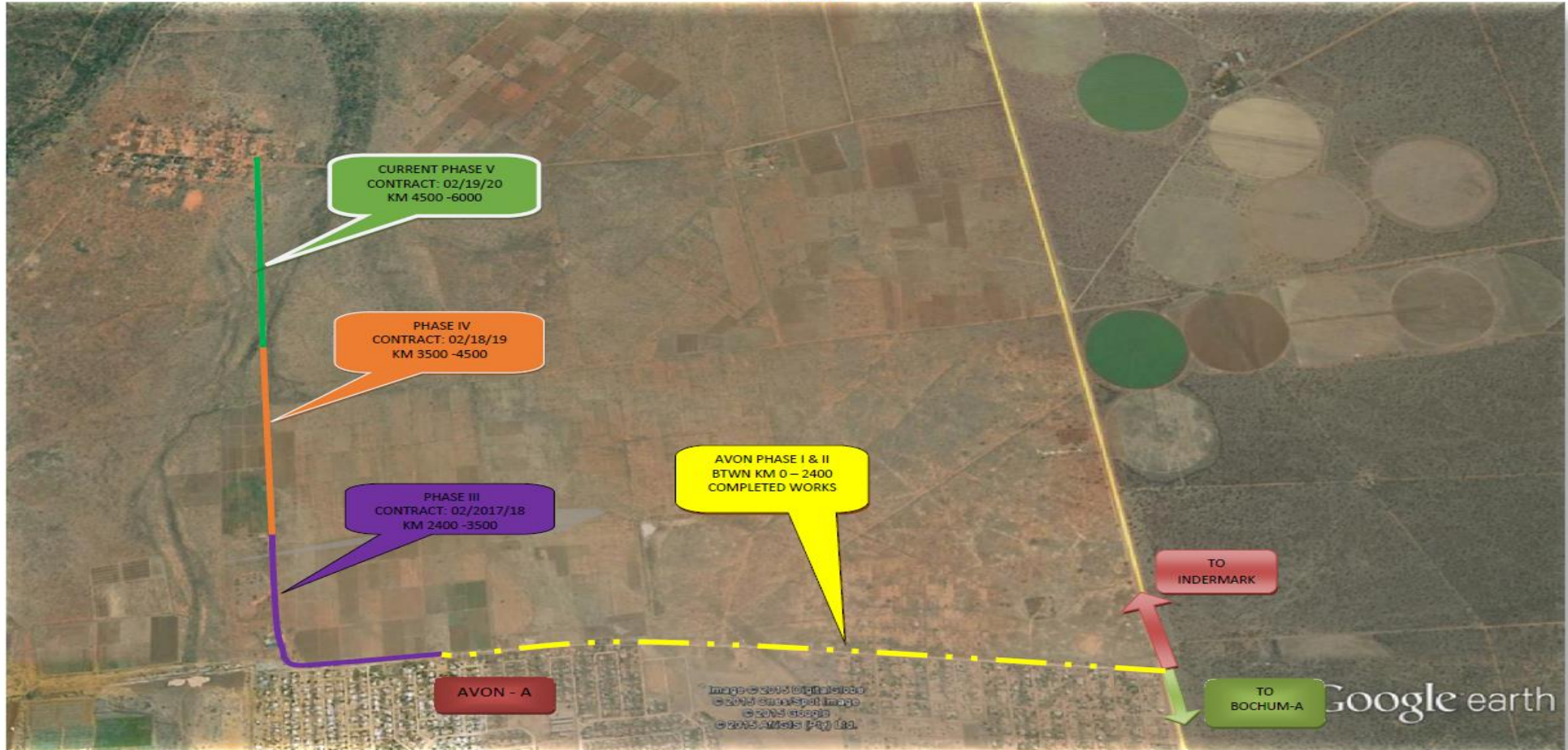
## CONTRACT DRAWINGS

*BLOUBERG MUNICIPALITY*

CONTRACT No. BM 02/19/20

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

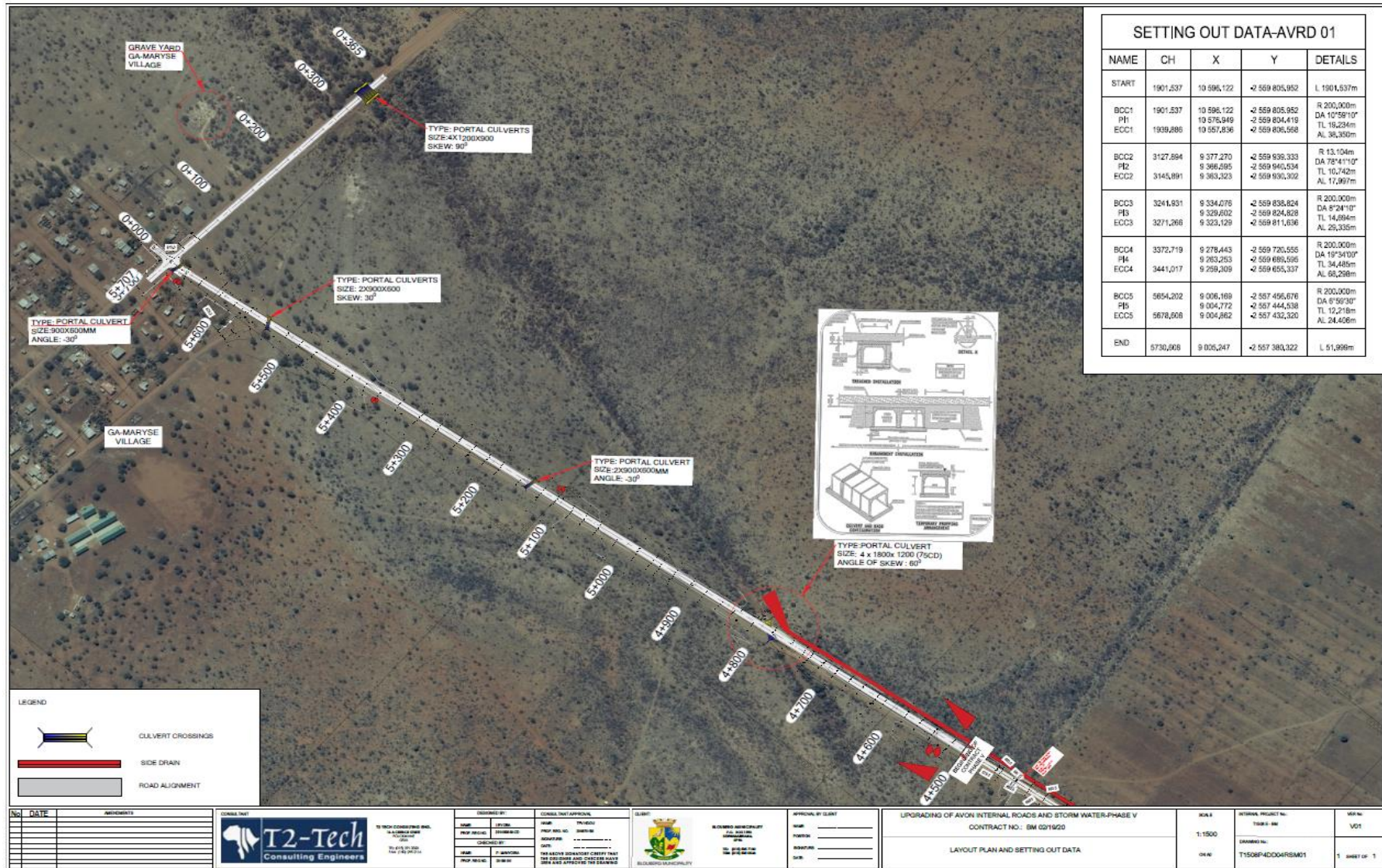
UPGRADING OF AVON INTERNAL STREETS AND STORM WATER (PHASE V)  
CONTRACT NO. BM 02/19/20  
LOCALITY MAP OF AVON ACCESS ROAD TO BE UPGRADED  
COORDINATES 23° 8'20.40"S  
29° 7'17.35"E



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

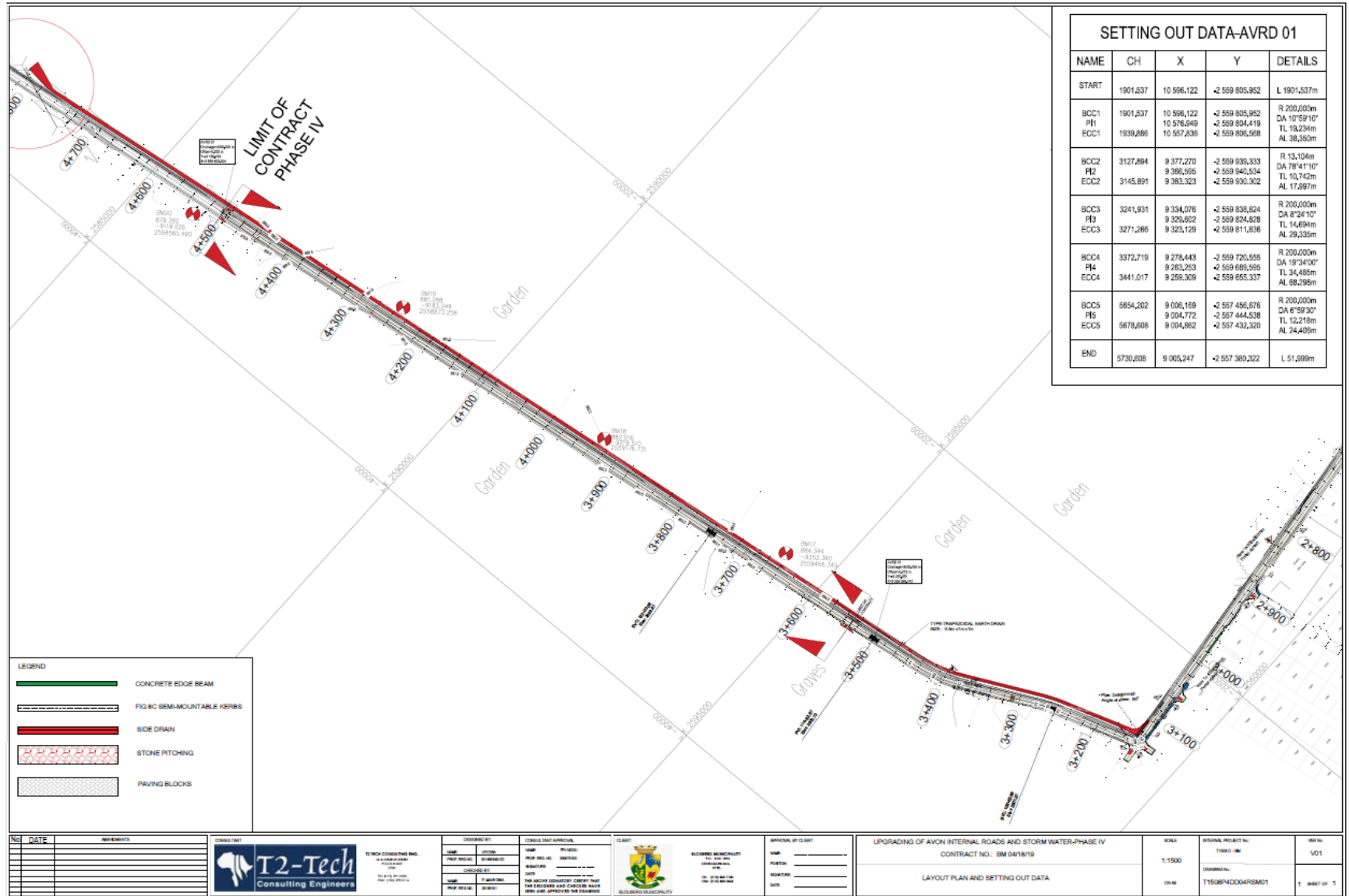
## FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

## CONTRACT No. BM 02/19/20

### FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



No.	DATE	REVISIONS



DESIGNED BY: NAME: [ ] PROF. REG. NO.: [ ] REGISTERED: [ ] DATE: [ ] SCALE: 1:500 (1:500) PROF. REG. NO.: [ ]	CHECKED AND APPROVED: NAME: [ ] PROF. REG. NO.: [ ] REGISTERED: [ ] DATE: [ ] SCALE: 1:500 (1:500) PROF. REG. NO.: [ ]
--	---

CLIENT: BLOUBERG MUNICIPALITY  
 LOCAL GOVERNMENT  
 ADDRESS: [ ]  
 TEL: [ ]  
 FAX: [ ]  
 EMAIL: [ ]

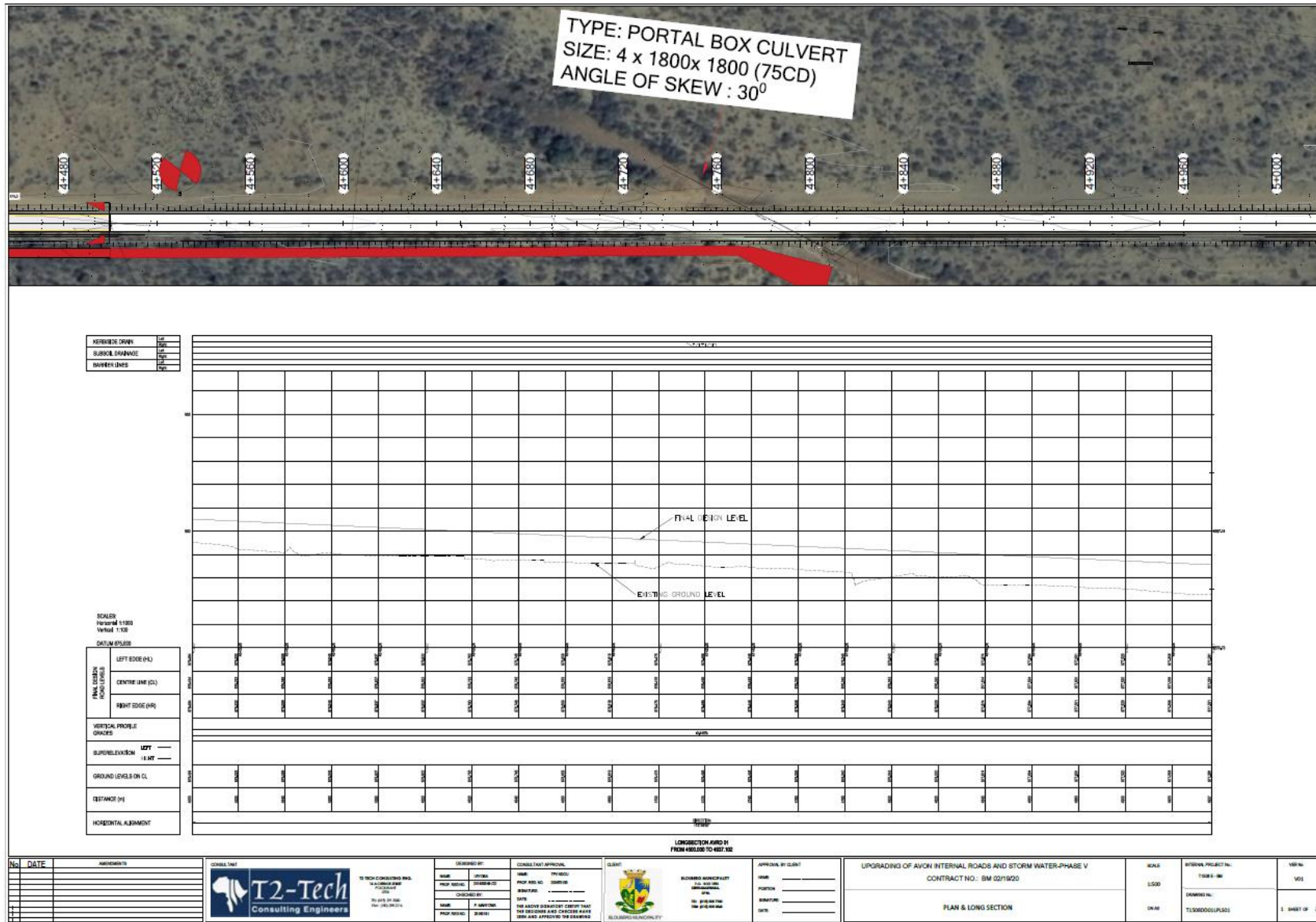
APPROVAL BY CLIENT: NAME: [ ] POSITION: [ ] SIGNATURE: [ ] DATE: [ ]	UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V CONTRACT NO.: BM 02/19/20 PROPOSED INTERSECTION PLAN AT KM 5700
--	--

SCALE: 1:500 DRAWN: [ ]	INTERNAL PROJECT No.: T1984-BM DRAWING No.: T2/2019/02/001	MR No.: VEG SHEET OF 1
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# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

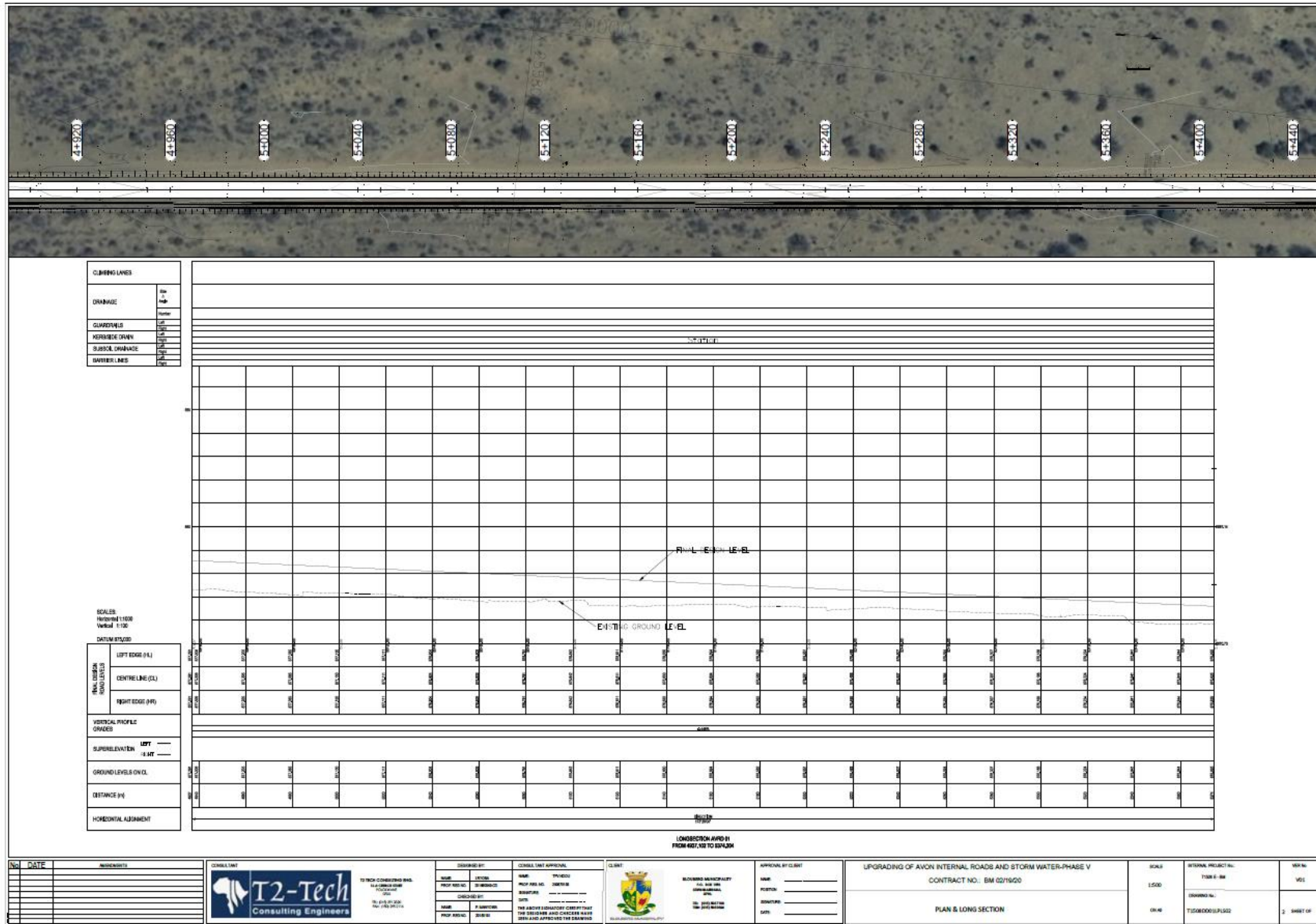
FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

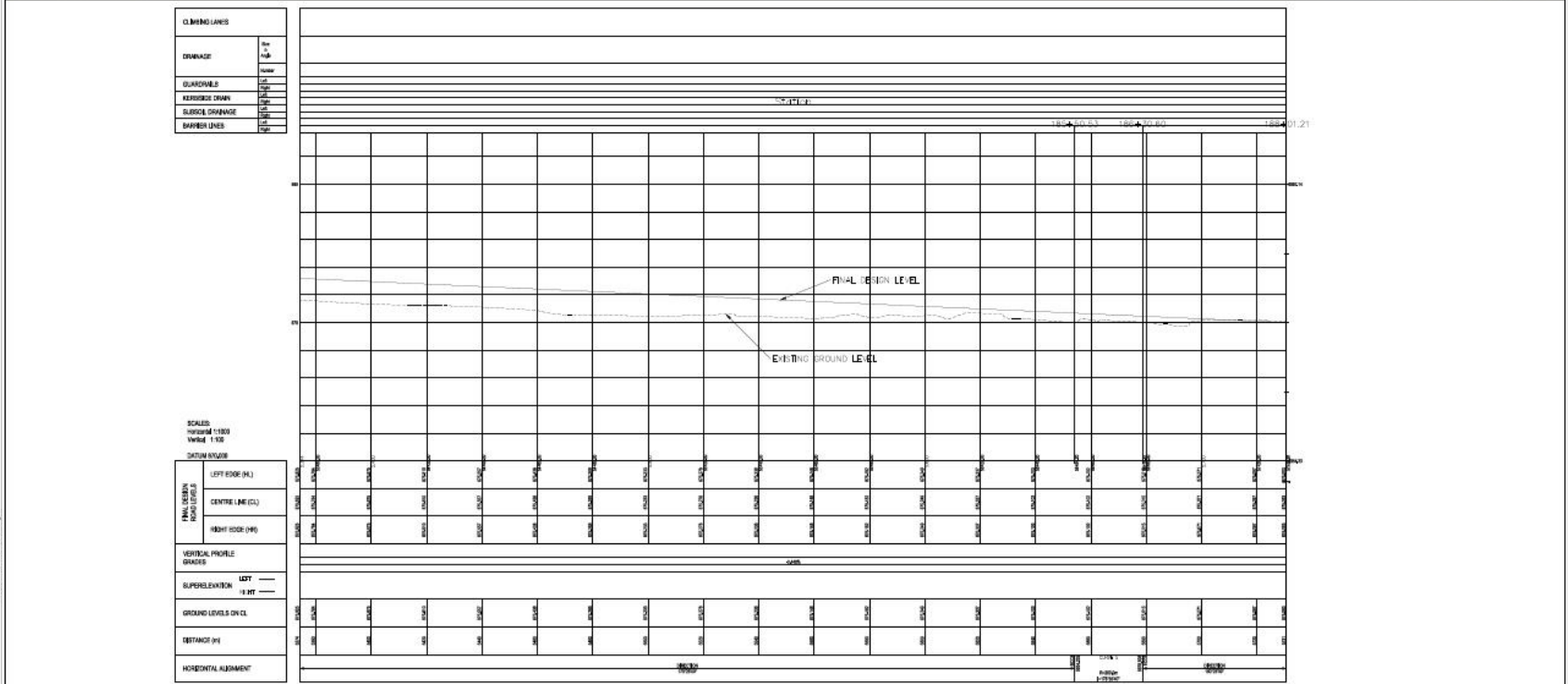




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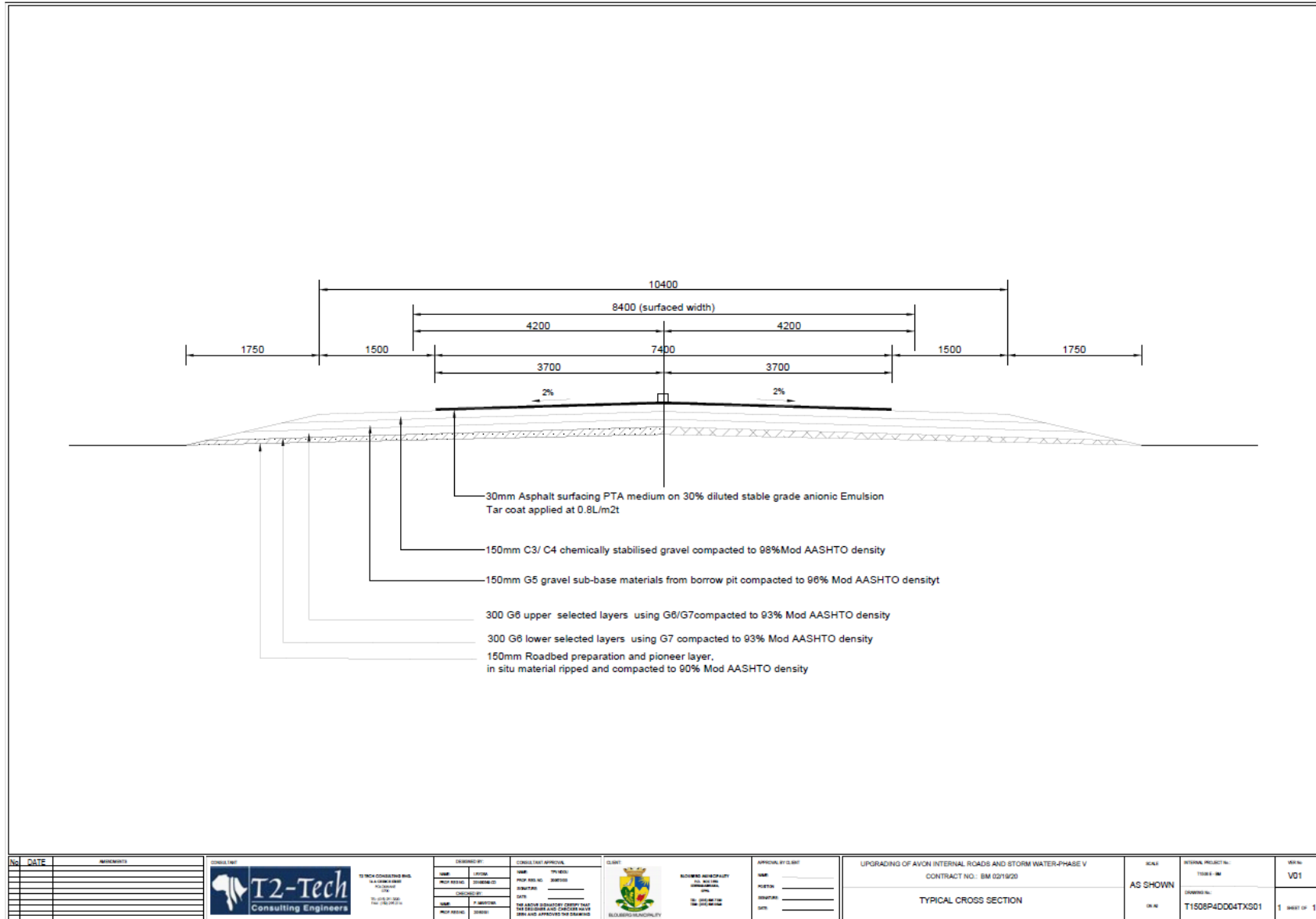


NO.	DATE	REVISIONS	DESIGNED BY	CHECKED BY	APPROVED BY	CLIENT	SCALE	INTERNAL PROJECT NO.	ISSUE NO.
						UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V CONTRACT NO: BM 02/19/20	1:500	T130000114500	V01
T2-Tech Consulting Engineers 114 AVON DRIVE TLOUENSBURG 7460 (06) 2121							PLAN & LONG SECTION 3 OF 3		

# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

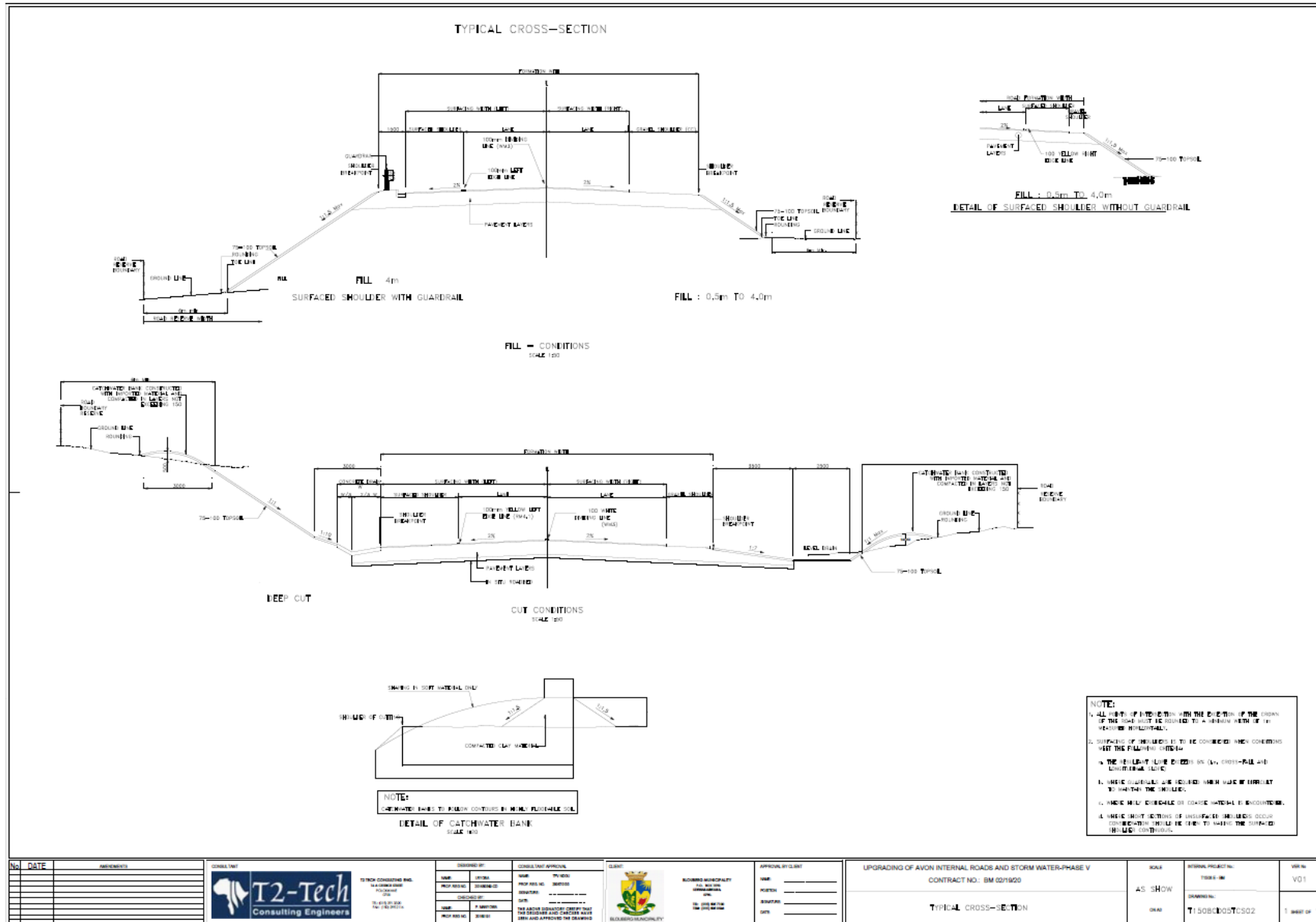
## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

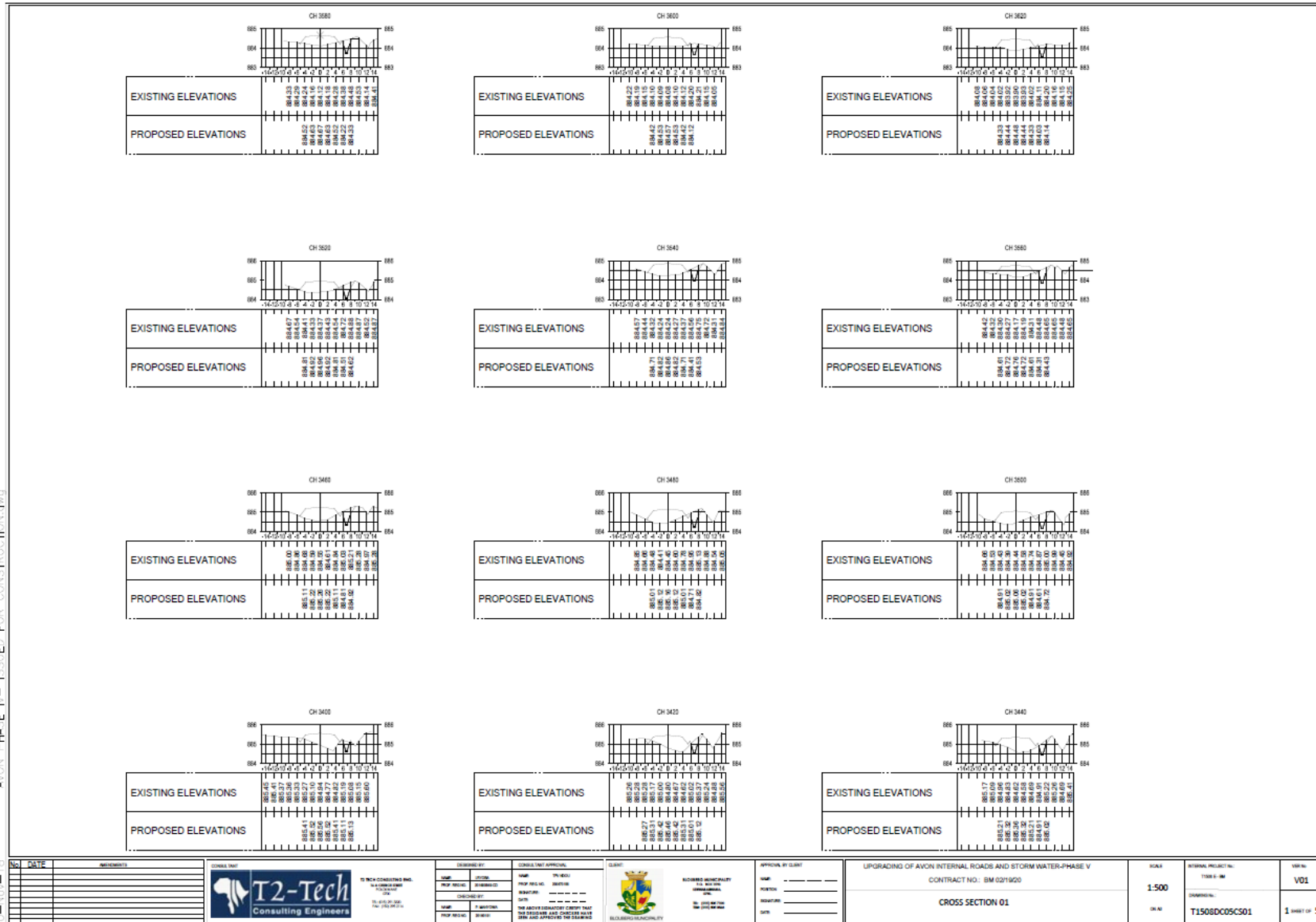


NO.	DATE	REVISIONS	DESIGNED BY	CHECKED BY	DATE	APPROVED BY	DATE	PROJECT TITLE	SCALE	DRAWING NO.	SHEET NO.
								UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V	AS SHOWN	T150801007C002	3 OF 1

# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



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# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

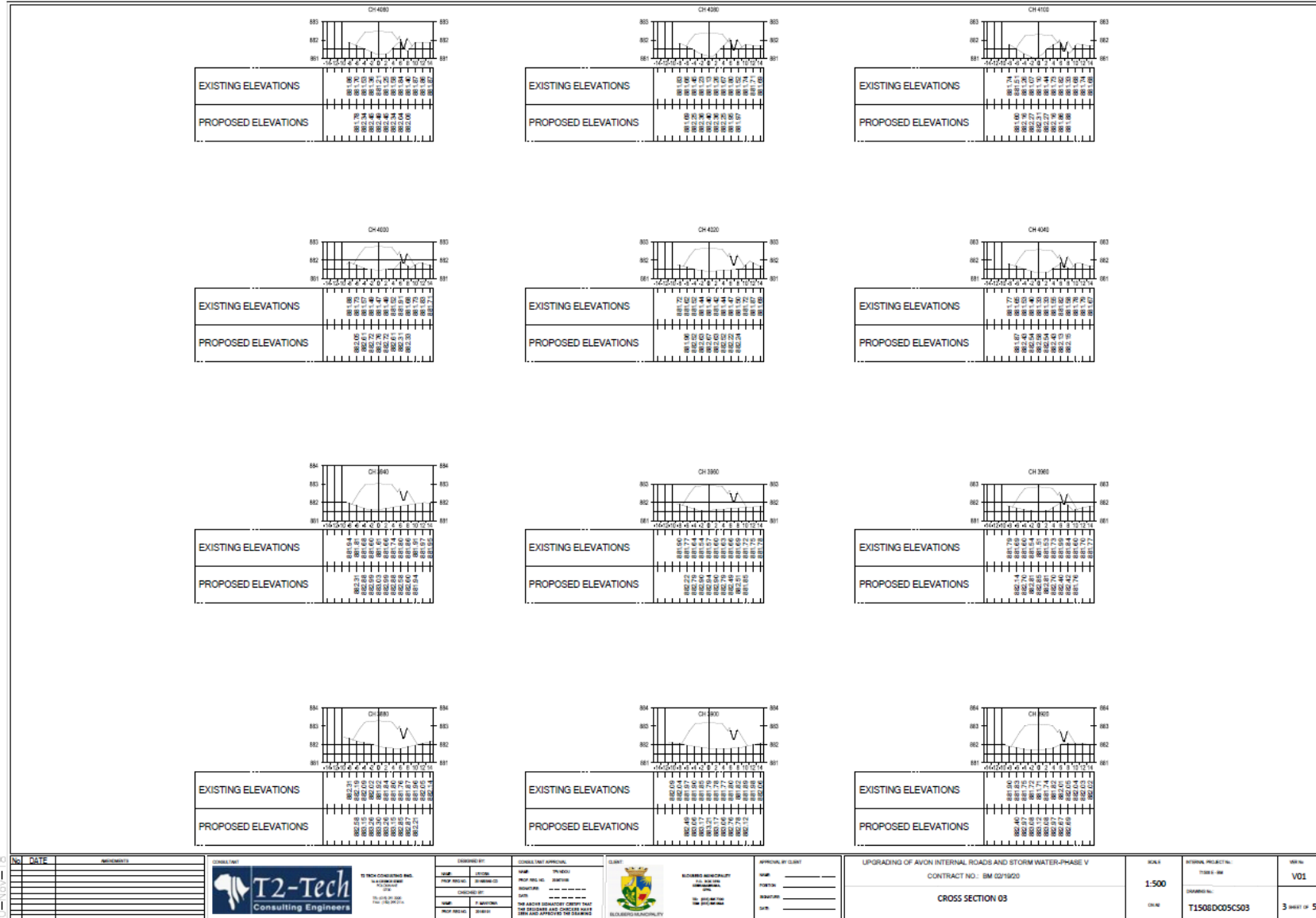
FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



No.	DATE	REVISIONS



DESIGNED BY	CHECKED AND APPROVED	CLIENT
NAME: _____ PROF. REG. NO.: _____ SIGNATURE: _____ DATE: _____	NAME: _____ PROF. REG. NO.: _____ SIGNATURE: _____ DATE: _____	BLIOUBERG MUNICIPALITY



APPROVAL BY CLIENT
NAME: _____
SIGNATURE: _____
DATE: _____

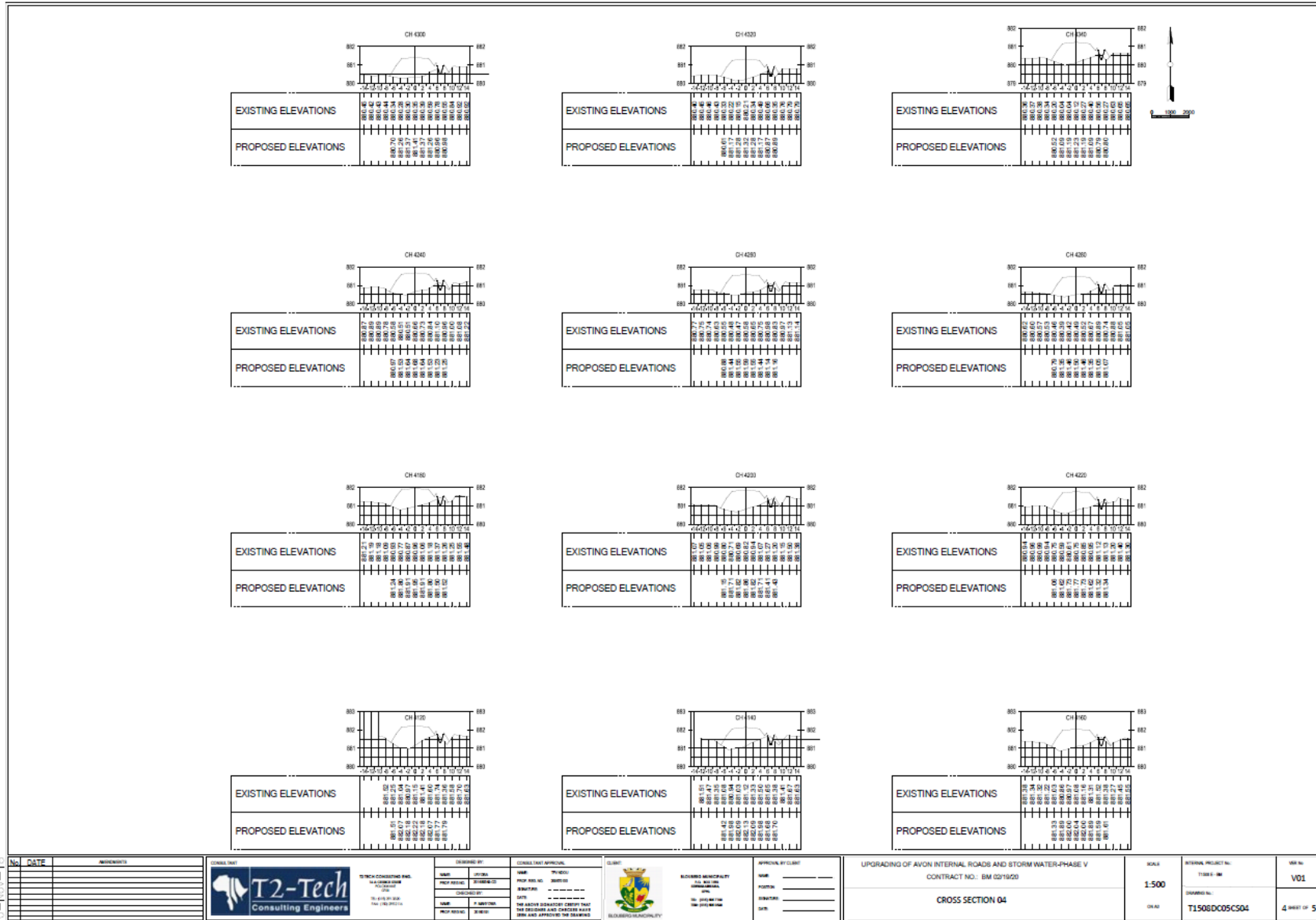
UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V  
 CONTRACT NO.: BM 02/19/20  
**CROSS SECTION 03**

SCALE	INTERNAL PROJECT NO.	REV. No.
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CH No.	T1508DC05C503	3

# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

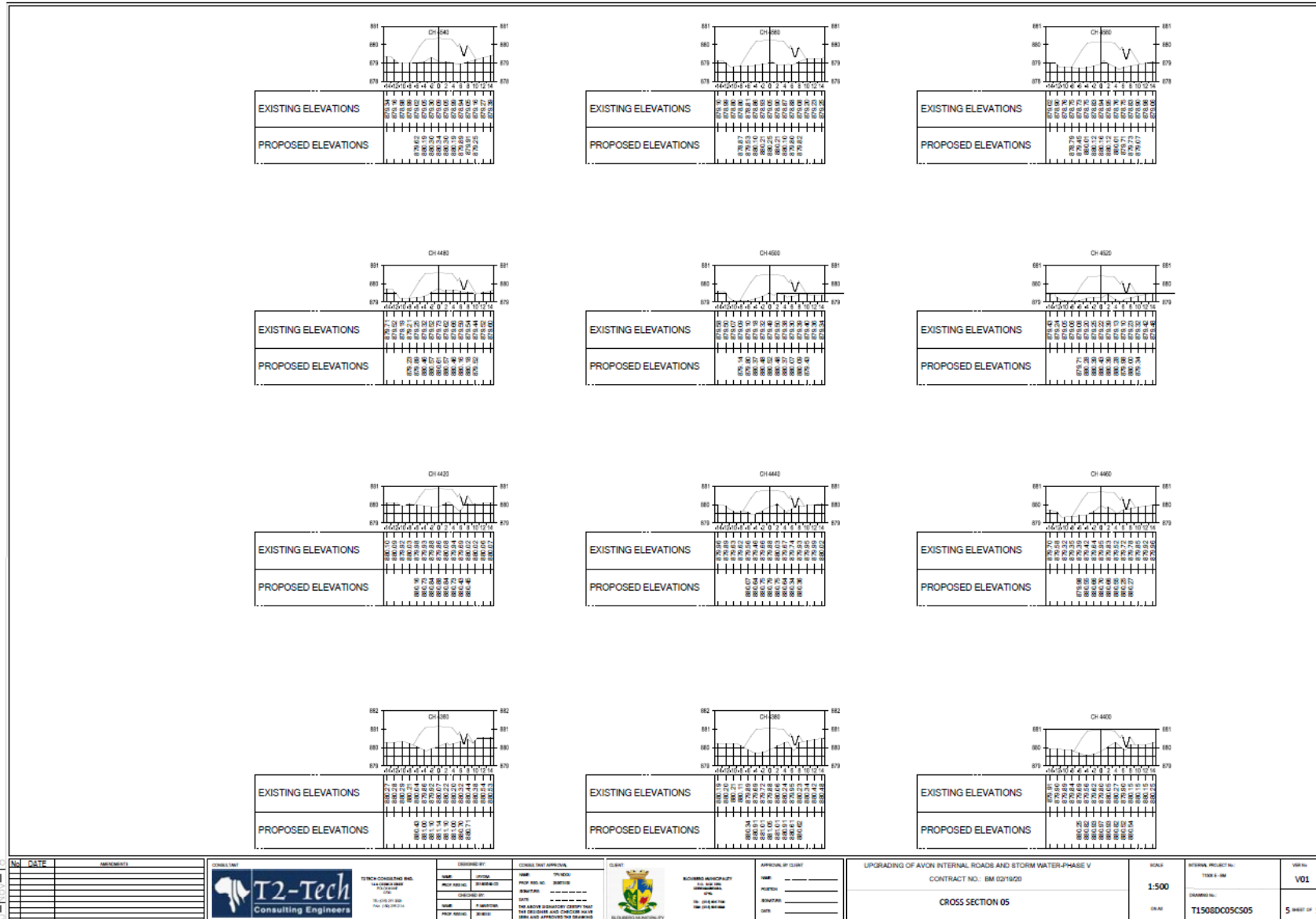


No.	DATE	REVISIONS		DESIGNED BY	CONSULTANT APPROVAL	CLIENT	APPROVAL BY CLIENT	UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V CONTRACT NO.: BM 02/19/20	SCALE	INTERNAL PROJECT No.	REV No.		
				DRAWN CHECKED DATE	NAME POSITION DATE	NAME POSITION DATE	NAME POSITION DATE		1:500	T1508DC05CS04	V01		
T2-TECH CONSULTING ENGRS. 111-115 DE WILDEBOOSHE STR. BLOUBERG, 1709 TEL: 018 29 534 111 FAX: 018 29 534 112								BLOUBERG MUNICIPALITY 111-115 DE WILDEBOOSHE STR. BLOUBERG, 1709 TEL: 018 29 534 111 FAX: 018 29 534 112		CROSS SECTION 04		4	OF 5

# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

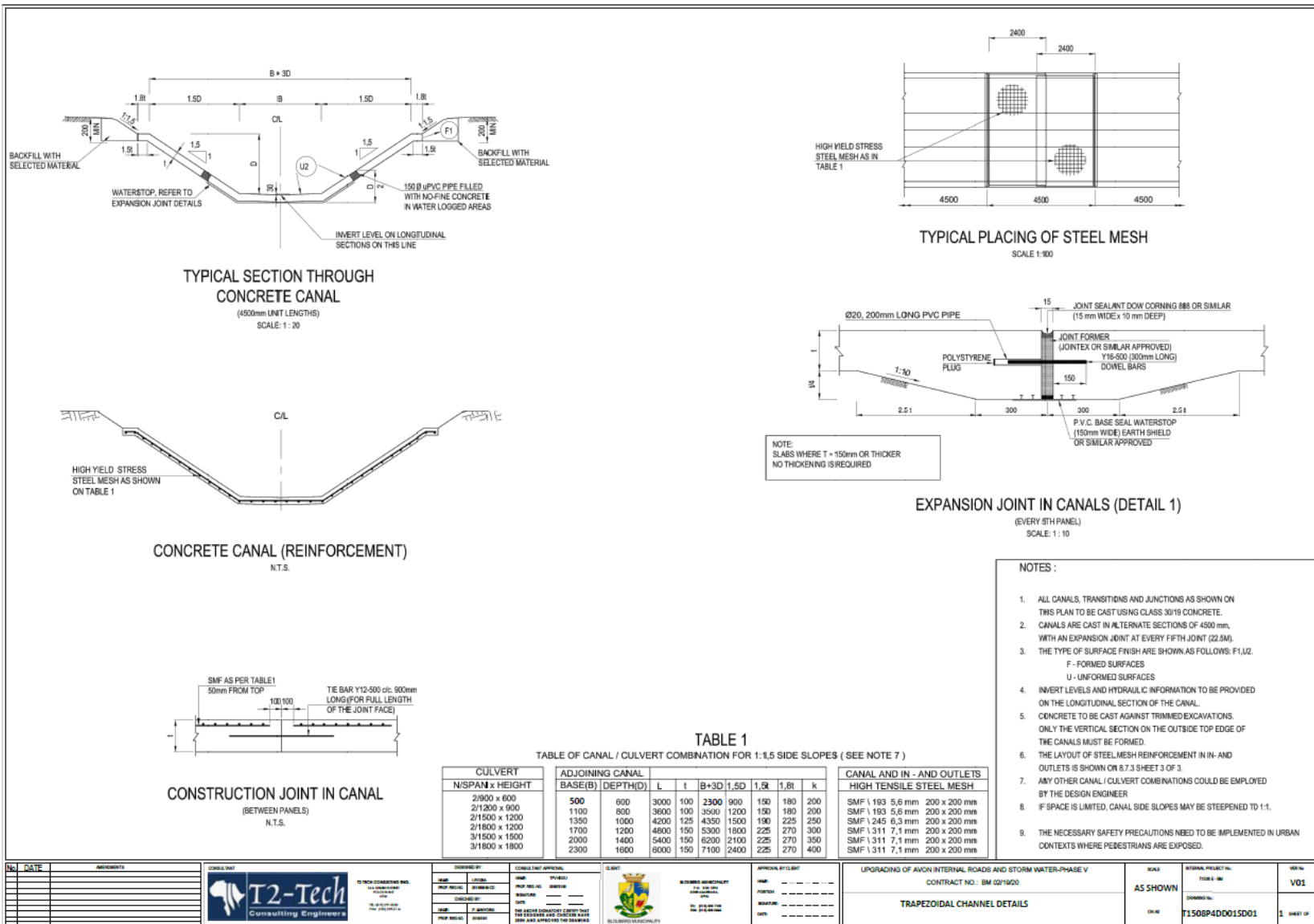




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## CONTRACT No. BM 02/19/20

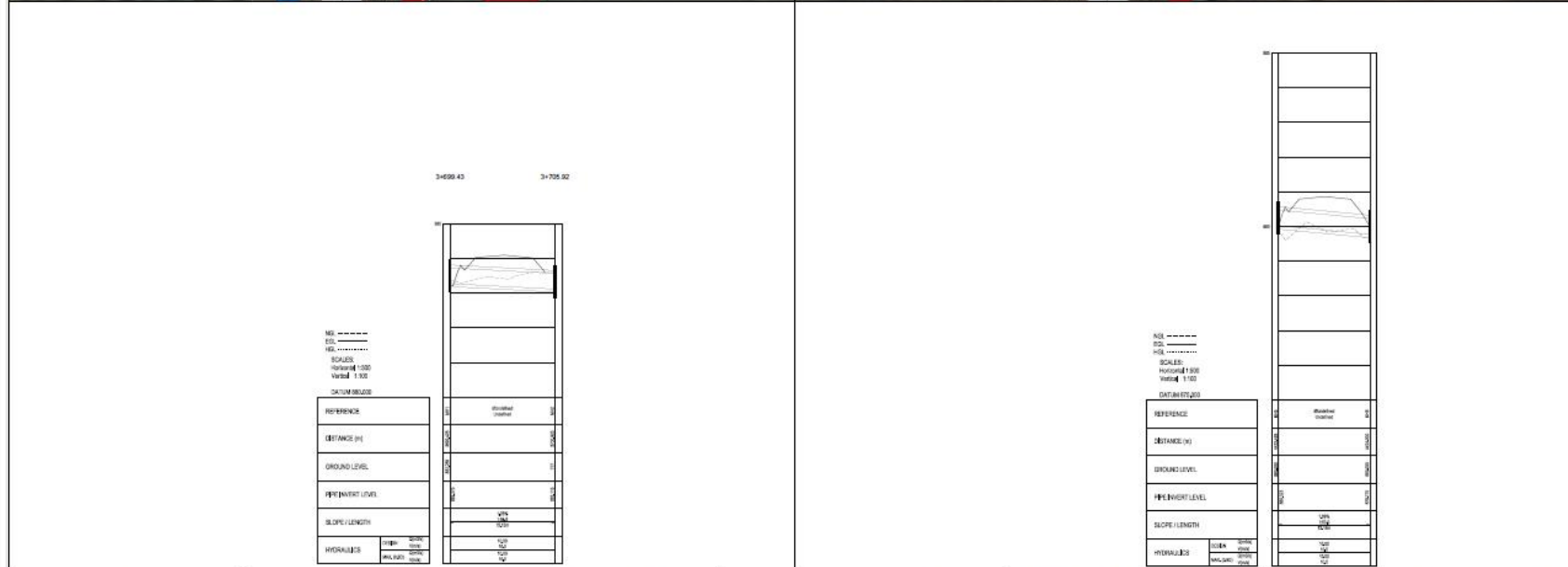
### FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

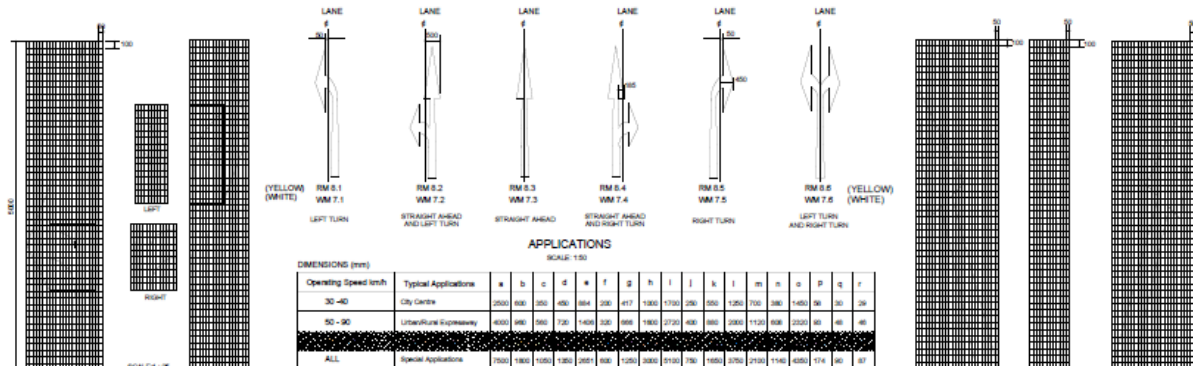


<table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		No.	DATE	REVISIONS															<table border="1"> <thead> <tr> <th>DESIGNED BY</th> <th>CHECKED / APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		DESIGNED BY	CHECKED / APPROVED											<table border="1"> <thead> <tr> <th>APPROVED BY CLIENT</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		APPROVED BY CLIENT	DATE							<p>UPGRADING OF AVON INTERNAL ROADS AND STORM WATER-PHASE V</p> <p>CONTRACT NO.: BM 02/19/20</p> <p>PORTAL CULVERT PLAN &amp; LONG SECTION</p>		<table border="1"> <thead> <tr> <th>SCALE</th> <th>INTERNAL PROJECT No.</th> <th>ISSUE No.</th> </tr> </thead> <tbody> <tr> <td>1:250</td> <td>T1908-B-004</td> <td>001</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		SCALE	INTERNAL PROJECT No.	ISSUE No.	1:250	T1908-B-004	001						
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# BLOUBERG MUNICIPALITY

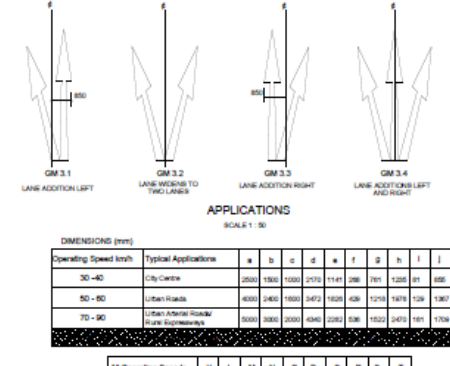
## CONTRACT No. BM 02/19/20

### FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



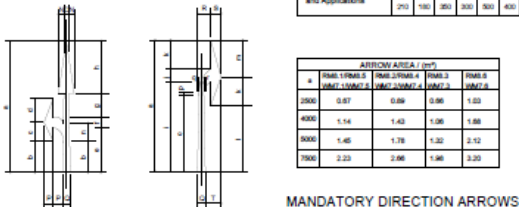
**APPLICATIONS**  
SCALE: 1:50

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
30-40	City Centre	2500	400	200	400	304	200	417	1300	1700	200	300	1200	700	300	1400	80	20	20
50-60	Urban/Route Expressway	4000	400	200	700	1400	300	600	1900	2700	400	400	2000	1100	600	2000	60	40	60
ALL	Special Applications	7500	1800	1050	1200	2001	600	1200	2000	3100	700	1000	2700	2100	1140	4500	174	200	87



**APPLICATIONS**  
SCALE: 1:50

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j	k	l
30-40	City Centre	2500	1500	1000	2170	1141	200	701	1200	81	600		
50-60	Urban Roads	4000	1800	1470	1200	400	1270	1070	120	130			
70-90	Urban Arterial Roadway (Route Expressways)	5500	2000	2000	1400	2000	1000	1500	1470	201	1700		

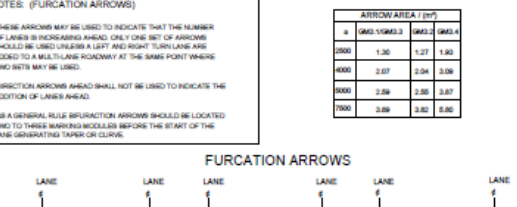


**MANDATORY DIRECTION ARROWS**

Operating Speeds and Applications	N	L	M	R	Q	P	S	T
	210	190	300	300	300	400	600	600

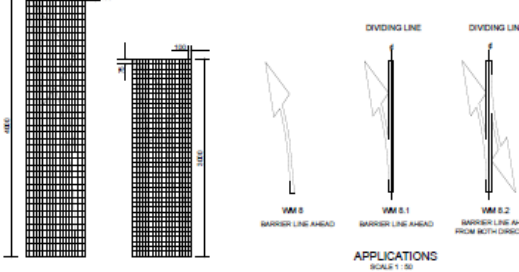
**NOTES: (MANDATORY DIRECTION ARROWS)**

- THREE ARROWS MAY BE USED TO INDICATE THAT DRIVERS SHALL PROCEED ONLY IN THE DIRECTION OR DIRECTIONS SHOWN. THEY SHOULD ONLY BE USED AT JUNCTIONS CONCERNING REQUIRED TURNING MOVEMENT CONTROL, BY LANE.
- THE FINAL ARROW INDICATES THE POINT OF TURN OR STRAIGHT ON MOVEMENT. THIS POINT TO WARN DRIVERS OF THE MANDATORY MOVEMENT AHEAD SHALL BE WHITE.
- A MANDATORY OR WARNING DIRECTION ARROW SHALL NOT BE USED IN ADVANCE OF A WIDENING OF THE ROADWAY TO A GREATER NUMBER OF LANES. THIS SHALL BE INDICATED IF NECESSARY, BY USING FURCATION ARROWS.



**NOTES: (FURCATION ARROWS)**

- THESE ARROWS MAY BE USED TO INDICATE THAT THE NUMBER OF LANES IS INCREASING AHEAD. ONLY ONE SET OF ARROWS SHOULD BE USED UNLESS A LEFT AND RIGHT TURN LANE ARE ADDED TO A MULTI-LANE ROADWAY AT THE SAME POINT WHERE TWO SETS MAY BE USED.
- DIRECTION ARROW AHEAD SHALL NOT BE USED TO INDICATE THE ADDITION OF LANES AHEAD.
- AS A GENERAL RULE, FURCATION ARROWS SHOULD BE LOCATED TWO TO THREE MARKING MODULUS BEFORE THE BEGINT OF THE LANE GENERATING TAPER OR CURVE.

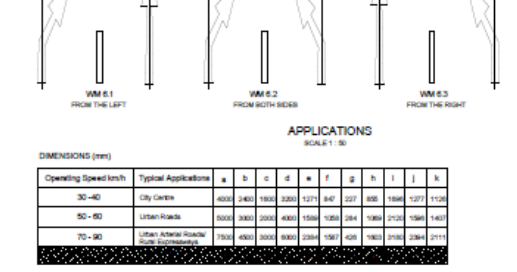


**APPLICATIONS**  
SCALE: 1:50

Operating Speeds and Applications	M	N	O	P	Q	R	S	T	U	V
	300	210	150	1000	600	400	100	370	30	240

**NOTES: (BARRIER LINE AHEAD ARROWS)**

- THESE ARROWS SHOULD BE USED IN MULTIPLETS OF THREE (AT LEAST) IN ADVANCE OF THE START OF A SECTION OF NO OVERTAKING LINE. NO CROSSING LINE OR PAINTED ISLAND WHEN SUCH BARRIER LINES REPLACE A DIVIDING LINE.
- THE ARROWS MAY BE MARKED ON TOP OF EXISTING DIVIDING LINE MARKINGS (IF THE EXISTING LINE IS A CENTER LINE TO A 120' OR 7.6M MODULUS THE POINT OF THE ARROW SHOULD BE LINED UP WITH THE FORWARD END OF THE LINE).
- WHEN OVERTAKING SECTIONS ARE REGULARLY INTERSPERSED WITH NO OVERTAKING SECTIONS AND ARE SHORT IN LENGTH, MARKING WM 8.2 MAY BE USED AT THE CENTRE OF THE OVERTAKING SECTION.



**APPLICATIONS**  
SCALE: 1:50

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j	k	l
30-40	City Centre	4500	2400	1800	2200	1271	847	227	350	1800	1271	1100	
50-60	Urban Roads	5500	2000	2000	1400	1500	1000	200	1000	2100	1500	1400	
70-90	Urban Arterial Roadway	7500	2500	2000	2000	1200	1200	400	1800	2200	2200	2110	

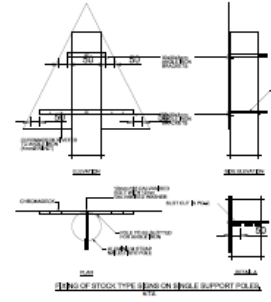
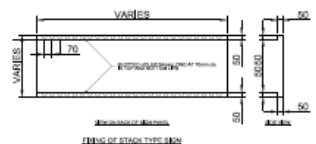
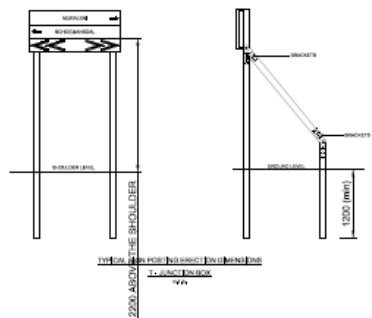
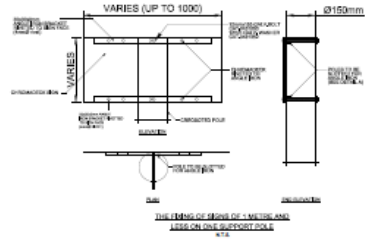
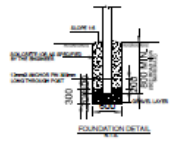
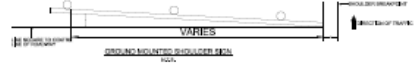
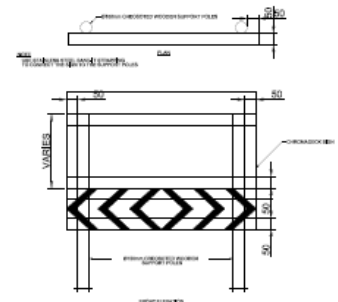
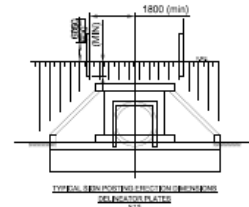
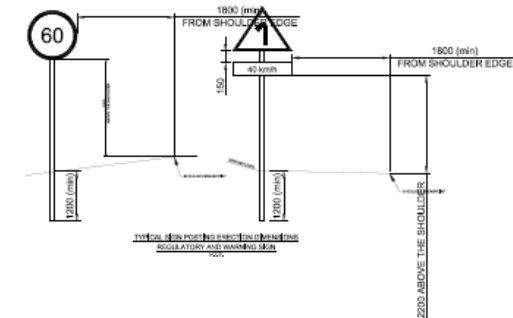
**NOTES: (LANE REDUCTION ARROWS)**

- IT IS RECOMMENDED THAT THREE SETS OF ARROWS BE USED ON HIGH SPEED ROADS, SPACED AT FOUR MODULUS INTERVALS BEFORE THE END OF THE LANE LINE. SINGLE ARROW SETS MAY BE USED ON LOWER SPEED ROADS.
- THE BENT ARROW MAY BE USED IN ADDITION TO THE THREE-ARROW SETS ALONG THE LENGTH OF THE LANE REDUCTION TAPER.

# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

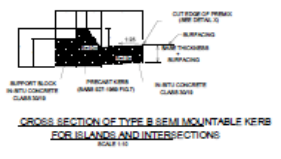
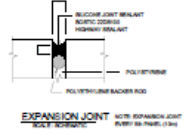
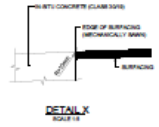
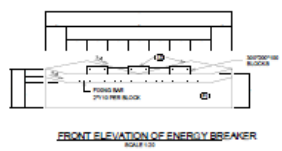
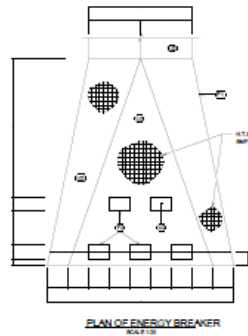


- NOTES:**
1. ALL SIGNS ARE TO BE CONFORMANT WITH THE NATIONAL STANDARD FOR ROAD SIGNS AND MARKINGS (SANS 1047).
  2. ALL SIGNS ARE TO BE PLACED AT THE CORNER OF THE SIGN.
  3. ALL SIGNS ARE TO BE PLACED AT THE CORNER OF THE SIGN.
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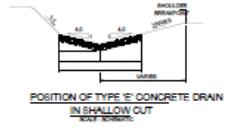
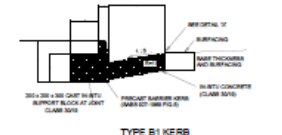
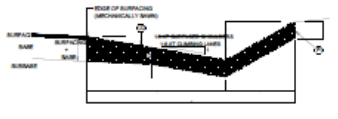
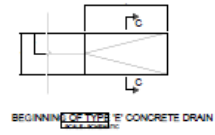
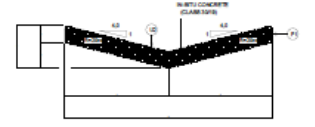
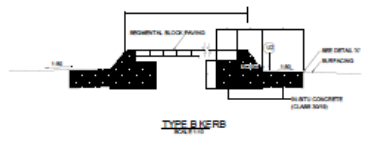
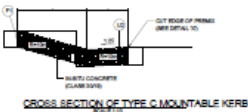
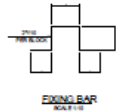
# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

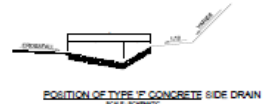
## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



DETAIL OF ENERGY BREAKER SYSTEM AT DISCHARGE POINT OF TYPE 'F' CONCRETE SIDE DRAIN



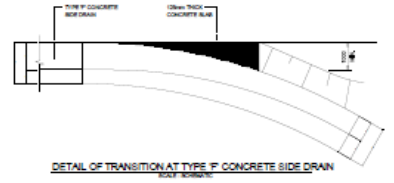
SECTION P-C



- NOTES**
1. ALL CONCRETE CHANNELS AND OTHER DRAINAGE STRUCTURES ON THIS PLAN TO BE CAST USING CLASS 30/18 CONCRETE
  2. TYPES 'E' AND 'F' CONCRETE MUST BE CAST IN ALTERNATIVE LENGTHS OF 2.0m MAXIMUM WITH EXPANSION JOINTS EVERY 2m PANEL (10m)
  3. ALL EXPOSED CORNERS MUST BE ROUNDED OFF TO A RADIUS OF 10mm
  4. THE CLASS OF SURFACE FINISH IS INDICATED AS 'F1' OR 'U2'
  5. V. MIN = 150mm (PREFERRED = 300mm)

CANAL	W	HT	MS	D	MS-C	SLUMP
1	1000	100	100	100	200	0.120
2	1000	100	100	100	210	0.120
3	1000	100	100	100	220	0.120
4	1000	100	100	100	230	0.120

DIMENSIONS OF TYPE E CONCRETE CHANNELS



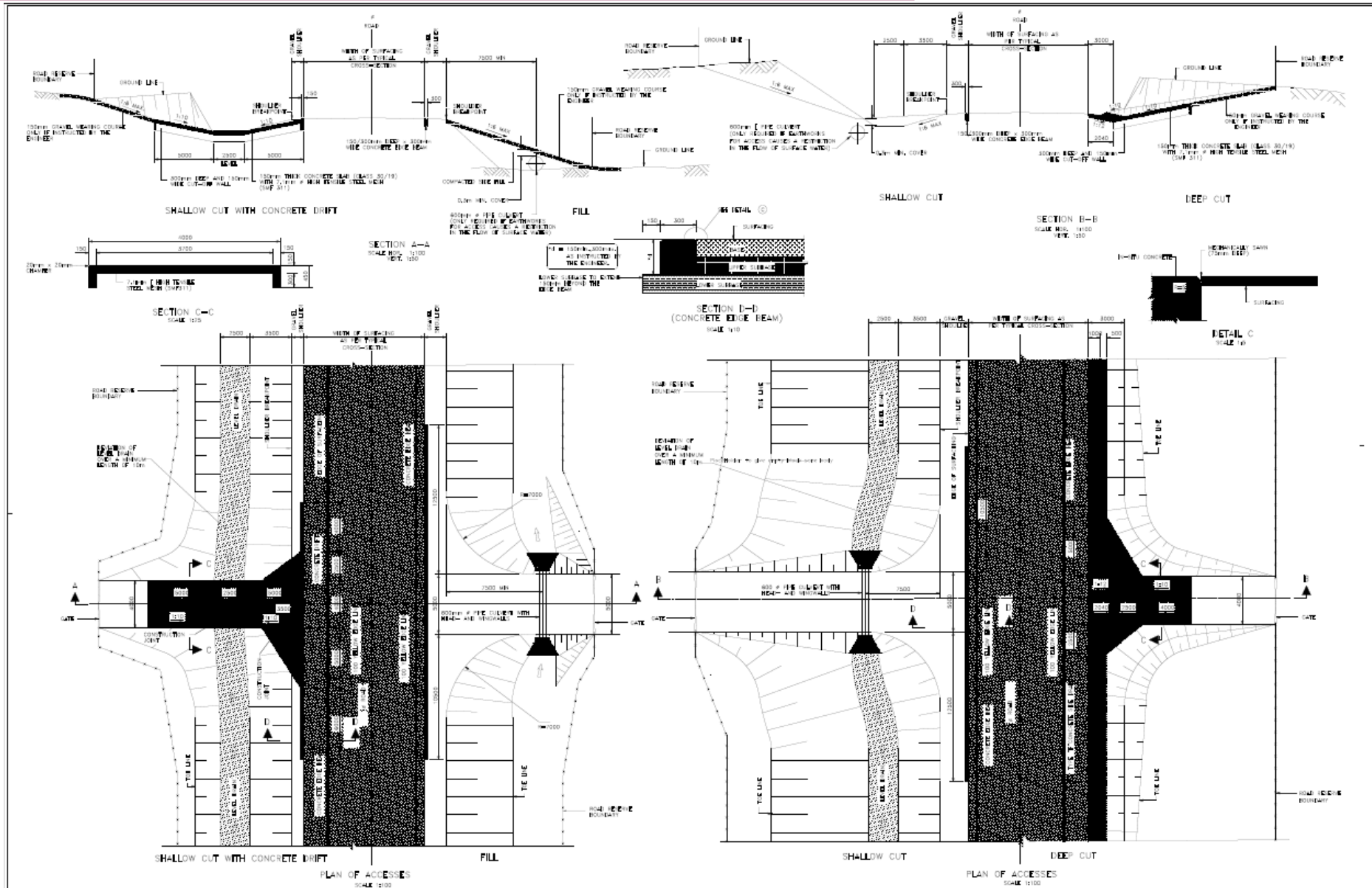
CANAL	W	HT	MS	D	MS-C	SLUMP
1	1000	100	100	100	200	0.120
2	1000	100	100	100	210	0.120
3	1000	100	100	100	220	0.120
4	1000	100	100	100	230	0.120

DIMENSIONS OF TYPE F CONCRETE CHANNELS

# BLOUBERG MUNICIPALITY

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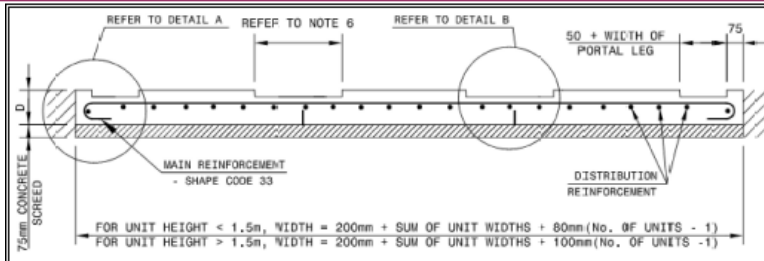
## FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



# BLOUBERG MUNICIPALITY

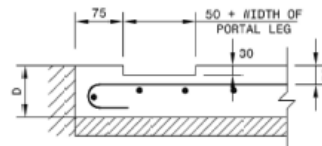
CONTRACT No. BM 02/19/20

## FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V



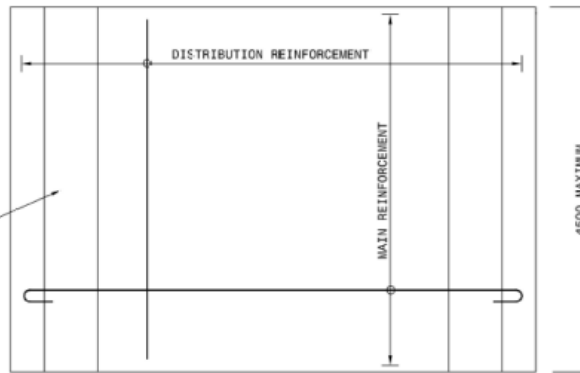
**TYPICAL SECTION THROUGH CULVERT SHOWING FLOOR SLAB REINFORCEMENT**

SCALE : SCHEMATIC



**DETAIL A**

SCALE : SCHEMATIC

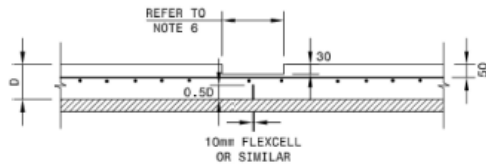


**PLAN VIEW FOR SLAB REINFORCEMENT**

SCALE : SCHEMATIC

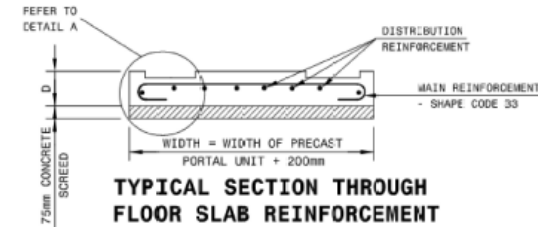
**NOTES:**

1. CONCRETE CLASS 30/19.
  2. MINIMUM COVER TO REINFORCEMENT IS 50mm.
  3. ALL MAIN REINFORCEMENT TO BE FULLY ANCHORED BOTH SIDES.
  4. STOOLS SHALL BE PROVIDED TO SUPPORT THE REINFORCEMENT WHERE THE SPAN OF THE PORTAL IS GREATER THAN 1 200mm.
  5. THE COMBINATIONS OF FOUNDATION AND INSTALLATION CONDITIONS USED ARE DEFINED AS FOLLOWS:
    - CONDITION 1: CULVERTS IN TRENCH ON UNYIELDING FOUNDATION WITH NO PROJECTION.
    - CONDITION 2: CULVERTS UNTRENCHED ON YIELDING FOUNDATION.
    - CONDITION 3: CULVERTS UNTRENCHED ON UNYIELDING FOUNDATION FOR  $h > 1.7 \times b$ .
    - CONDITION 4: CULVERTS UNTRENCHED ON UNYIELDING FOUNDATION FOR  $h < 1.7 \times b$ .
- WHERE  $h$  = FILL HEIGHT IN METRES  
 $b$  = OVERALL TRENCH WIDTH OR, IF UNTRENCHED, OVERALL CULVERT WIDTH, IN METRES.
6. FOR  $H < 1.5m$ , THE WIDTH = 130mm + 2 x WIDTH OF PORTAL LEG,  
 FOR  $H > 1.5m$ , THE WIDTH = 150mm + 2 x WIDTH OF PORTAL LEG.



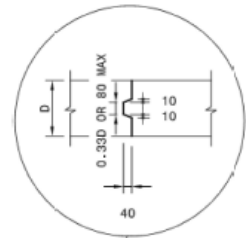
**DETAIL B**

SCALE : SCHEMATIC



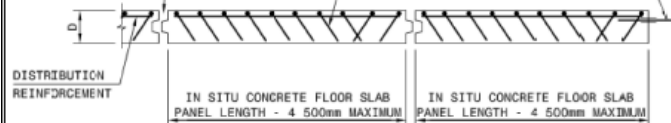
**TYPICAL SECTION THROUGH FLOOR SLAB REINFORCEMENT**

SCALE : SCHEMATIC



MAIN REINFORCEMENT - HOOKS MAY BE PLACED INCLINED TO COMPLY WITH MINIMUM CONCRETE COVER REQUIREMENTS.

WING WALL TIE - BARS Y16-530



**JOINT DETAILS BETWEEN FLOOR SLAB SECTIONS**

SCALE : SCHEMATIC

FOUNDATION CONDITIONS 1 & 2					FOUNDATION CONDITIONS 3 & 4			
TRENCHED ON UNYIELDING AND UNTRENCHED ON YIELDING					UNTRENCHED ON UNYIELDING			
SPAN (mm)	CLASS	FLOOR THICKNESS D - (mm)	MAIN REINFORCEMENT	DISTRIBUTION REINFORCEMENT	CLASS	FLOOR THICKNESS D - (mm)	MAIN REINFORCEMENT	DISTRIBUTION REINFORCEMENT
600	200 S	150	Y12-150	Y10-250	200 S	150	Y10-200	Y10-250
750	175 S	150	Y12-150	Y10-250	175 S	150	Y10-200	Y10-250
900	175 S	150	Y12-120	Y10-250	175 S	150	Y10-200	Y10-250
1200	150 S	160	Y12-100	Y10-200	150 S	160	Y12-200	Y10-200
1500	100 S	175	Y12-100	Y10-200	100 S	175	Y12-200	Y10-200
1800	75 S	190	Y12-100	Y10-200	75 S	190	Y12-200	Y10-200
2100	75 S	220	Y12-100	Y10-200	75 S	220	Y12-200	Y10-200
2400	75 S	260	Y12-100	Y10-200	75 S	260	Y12-100	Y10-200
3000	75 S	320	Y16-120	Y10-200	75 S	320	Y16-200	Y10-200
3600	75 S	330	Y16-100	Y10-200	75 S	330	Y16-200	Y10-200

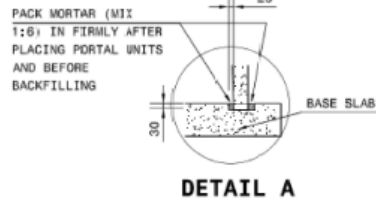
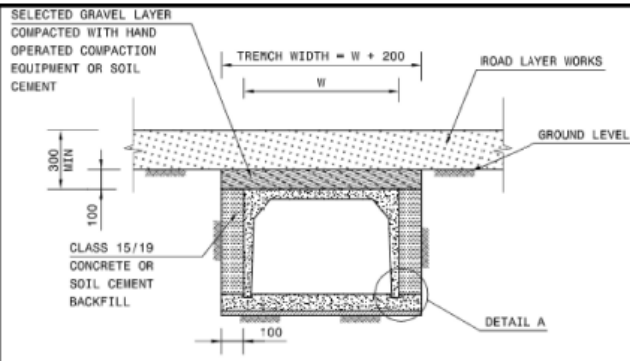
**REFERENCE DRAWINGS**

THIS DRAWING FORMS PART OF AND MUST BE READ IN CONJUNCTION WITH TYPICAL DRAWINGS TD-S-C-002

# BLOUBERG MUNICIPALITY

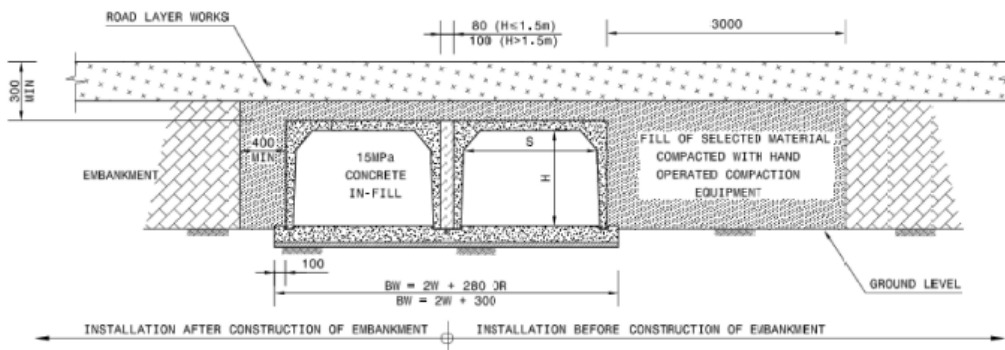
## CONTRACT No. BM 02/19/20

### FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER PHASE V

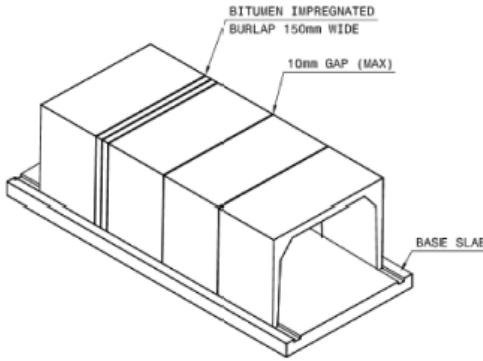


**NOTE:**  
PLACE UNITS ON A THIN MORTAR BED OF 1:6 CEMENT : SAND

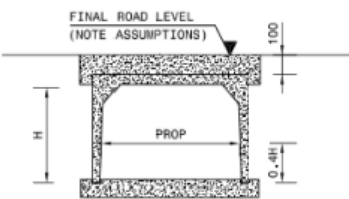
#### TRENCHED INSTALLATION



#### EMBANKMENT INSTALLATION



#### CULVERT AND BASE CONFIGURATION



**NOTE :**  
FOR H > 1.5m PROVIDE HORIZONTAL PROPS AT 0.4 x HEIGHT ABOVE BASE DURING BACKFILLING AND COMPACTION. ONE PROP PER PRECAST UNIT

#### TEMPORARY PROPPING ARRANGEMENT

CULVERT SIZE.	FOUNDATION CONDITIONS			
	1 & 2		3 & 4	
SPAN (mm) x HEIGHT (mm)	CLASS	FILL (m)	CLASS	FILL (m)
600 x 300		10.2		5.6
600 x 450	200 S	11.0	200 S	6.0
600 x 600		12.0		6.4
750 x 300		8.7		4.9
750 x 450		9.2		5.2
750 x 600	175 S	10.0	175 S	5.5
750 x 750		10.5		5.8
900 x 300		8.6		4.8
900 x 450		9.0		5.1
900 x 600	175 S	9.5	175 S	5.3
900 x 750		10.0		5.6
900 x 900		10.2		5.8
1200 x 300		7.1		4.1
1200 x 450		7.4		4.3
1200 x 600	150 S	7.7	150 S	4.4
1200 x 900		8.2		4.7
1200 x 1200		8.8		5.0
1500 x 300		4.5		2.9
1500 x 450		4.7		3.0
1500 x 600	100 S	4.9	100 S	3.1
1500 x 900		5.3		3.3
1500 x 1200		5.6		3.5
1500 x 1500		6.0		3.7
1800 x 600		3.3		2.4
1800 x 900		3.6		2.5
1800 x 1200	75 S	3.8	75 S	2.7
1800 x 1500		4.0		2.8
1800 x 1800		4.3		2.9
2100 x 600		3.3		2.4
2100 x 900		3.5		2.6
2100 x 1200	75 S	3.7	75 S	2.7
2100 x 1500		3.9		2.8
2100 x 1800		4.1		2.9
2100 x 2100		4.3		3.0
2400 x 600		3.2		2.4
2400 x 900		3.4		2.5
2400 x 1200	75 S	3.5	75 S	2.1
2400 x 1500		3.7		2.9
2400 x 1800		3.8		2.8
2400 x 2400		4.0		3.0
3000 x 600		3.1		2.4
3000 x 900		3.2		2.5
3000 x 1200		3.3		2.6
3000 x 1500	75 S	3.4	75 S	2.7
3000 x 1800		3.5		2.7
3000 x 2400		3.7		2.9
3000 x 3000		3.1		2.7
3600 x 600		3.1		2.4
3600 x 900		3.1		2.5
3600 x 1200		3.2		2.6
3600 x 1500	75 S	3.3	75 S	2.6
3600 x 1800		3.3		2.7
3600 x 2400		3.5		2.8
3600 x 3000		3.5		2.7

TABLE 1. Maximum fill height on S-load culverts under SNABC traffic loading

#### REFERENCE DRAWINGS

THIS DRAWING FORMS PART OF AND MUST BE READ IN CONJUNCTION WITH TYPICAL DRAWINGS TD-S-C-001 & TD-S-C-002

**NOTES**  
PERMISSIBLE FILL HEIGHTS  
THE RELATIONSHIP BETWEEN THE S-LOAD CULVERT CLASSES DEFINED IN SANS 986 AND THE CORRESPONDING MAXIMUM PERMISSIBLE FILL HEIGHTS TO MEET THE TMH7 REQUIREMENT WAS CALCULATED AND IS GIVEN IN TABLE 1. IF CULVERTS ARE TO BE PLACED UNDER HIGHER FILLS THAN THOSE GIVEN IN THIS TABLE THEN A HIGHER S-LOAD CLASS MUST BE SPECIFIED.

**DEFINITIONS**  
YIELDING FOUNDATION CONDITIONS OCCUR WHEN THE FOUNDING MATERIAL AND THE FILL MATERIAL ARE EXPECTED TO SETTLE AT EQUAL RATES (COMPRESSIBLE MATERIAL). THE LOADING IS CALCULATED IN ACCORDANCE WITH TMH7 PART 2 CLAUSE 2.3.3.2(2).

UNYIELDING FOUNDATION CONDITIONS OCCUR WHEN THE FOUNDATION MATERIAL IS INCOMPRESSIBLE (SOFT ROCK OR OTHER HARDER MATERIAL). THE LOADING IS CALCULATED IN ACCORDANCE WITH TMH7 PART 2 CLAUSE 2.3.3.2(3) AND (4).

TRENCH CONDITION OCCURS WHEN CULVERTS ARE LAID IN A NARROW EXCAVATION AND BACKFILLED TO GROUND LEVEL

EMBANKMENT (UNTRENCHED) CONDITION OCCURS WHEN CULVERTS ARE LAID AT GROUND LEVEL AND BACKFILLED TO FINAL FORMATION LEVEL

THE COMBINATIONS OF FOUNDATION AND INSTALLATION CONDITIONS USED IN TMH7 ARE DEFINED AS:  
CONDITION 1: CULVERTS IN TRENCH IN UNYIELDING FOUNDATION WITH NO PROJECTION.  
CONDITION 2: CULVERTS UNTRENCHED ON YIELDING FOUNDATION.  
CONDITION 3: CULVERTS UNTRENCHED ON UNYIELDING FOUNDATION FOR  $h > 1.7b$   
CONDITION 4: CULVERTS UNTRENCHED ON UNYIELDING FOUNDATION FOR  $h \leq 1.7b$

WHERE  $h$  = FILL HEIGHT IN METRES (ABOVE UNIT)  
 $b$  = OVERALL TRENCH WIDTH OR, IF UNTRENCHED, OVERALL CULVERT WIDTH, IN METRES.

**ASSUMPTIONS**  
THE FOLLOWING ASSUMPTIONS AND CLAUSES OF TMH7 PART 1 AND 2 WERE USED TO COMPILE TABLE 1

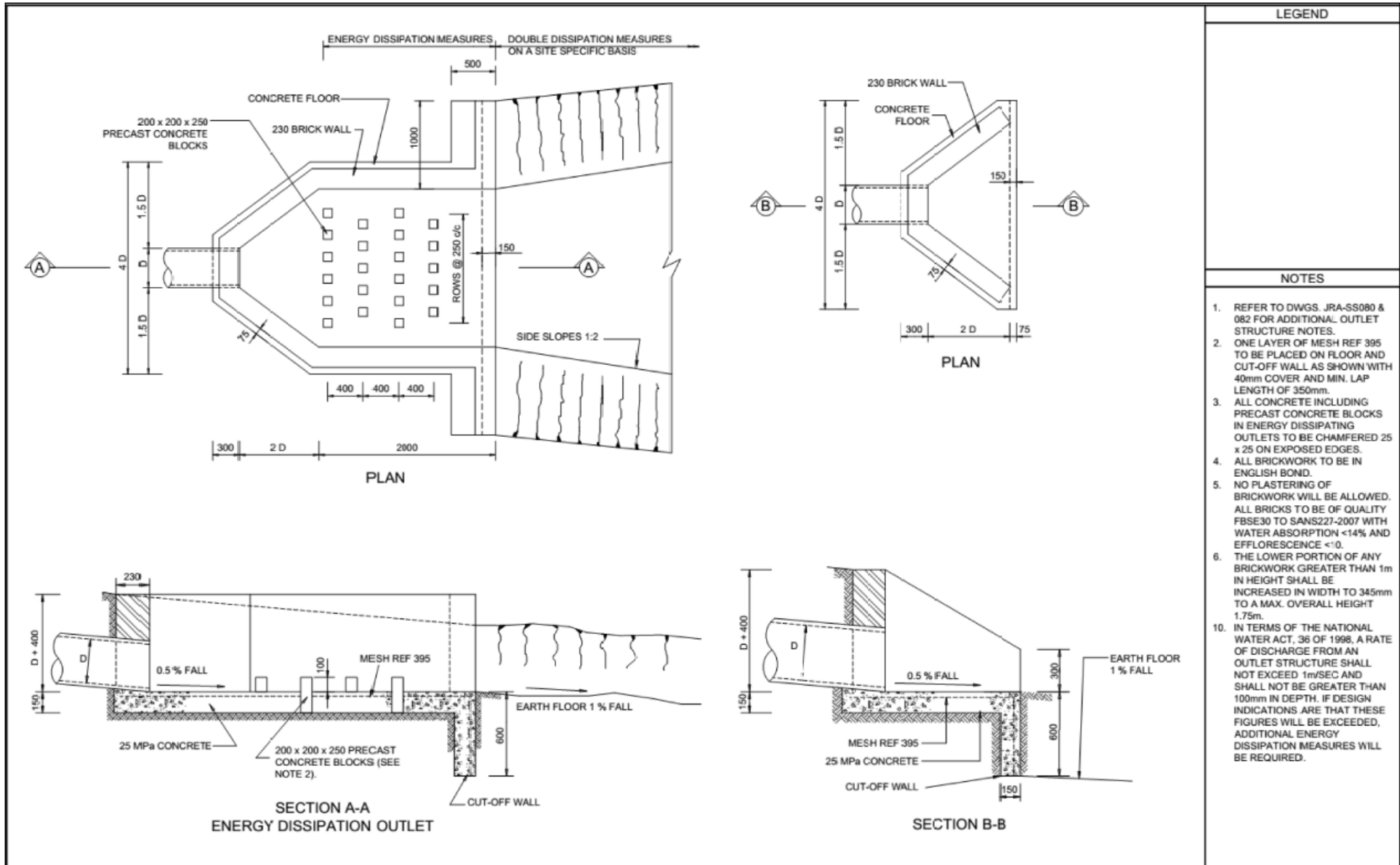
- A MINIMUM FILL HEIGHT OF 300mm OVER THE CULVERT UNITS. WHERE THIS CANNOT BE ACHIEVED A 100mm REINFORCED CONCRETE SLAB MUST BE USED.
- STANDARD TRAFFIC LOADING (SNABC) AS DESCRIBED IN CLAUSE 2.6.1.2.
- FILL MATERIAL UNIT WEIGHT 20kN/m<sup>3</sup> [CLAUSE 2.3.1]
- CONCRETE UNIT WEIGHT 24kN/m<sup>3</sup> [CLAUSE 2.2.1]
- HORIZONTAL EARTH PRESSURE 7.8kN/m<sup>2</sup> PER METRE DEPTH [CLAUSE 2.4.2]
- ULTIMATE LIMIT STATE LOAD FACTORS TABLE 7.



# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



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## FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V

### NOTES

THESE NOTES APPLY FOR ALL SUB-SERIES IN THE ROADWORKS SIGNS AND LETTERS SERIES (SP-R), PLAN, ELEVATION AND TOPICAL SIGNS. CITY OF BLOUBERG NOTES MAY BE USED AT THE DISCRETION OF THE SUB-SERIES. THE CURRENT LIST OF SUB-SERIES IS GIVEN BELOW. OTHER STANDARD PLAN SERIES WHICH DEAL WITH THE DIFFERENT TYPES OF ROAD TRAFFIC SIGNS ARE -

- (a) SP-S - ROAD MARKINGS AND INDICATORS
- (b) SP-S - ROAD SIGNS

THE STRUCTURAL AND MOUNTING ASPECTS OF ROAD TRAFFIC SIGNS ARE COVERED BY STANDARD PLAN SERIES (SP-S).

THE SIGNS DETAILED IN SUB-SERIES (SP-R) ARE SIGNS WHICH HAVE GENERAL APPLICATIONS AT ROADWORKS SITES.

ALTHOUGH ALL REGULATORY AND WARNING SIGNS MAY BE USED IN A TEMPORARY FORM AT ROADWORKS SITES, DETAIL OF THE LAYOUT OF THESE SIGNS ARE GIVEN IN THIS DETAIL TO TEMPORARY LAYOUTS FOR ROAD REGULATORY SIGNS AND THE LAYOUTS ARE USED IN THESE PERMITS FOR A LIMITED SELECTION OF PERMANENT SIGNS ARE PRESENTLY PROVIDED AT THE END OF ROADWORKS SITES. THE FORWARD, PROHIBITION AND COMPREHENSIVE REGULATORY SIGNS ILLUSTRATED ARE REPRESENTATIVE ONLY - THE NUMBER OF OTHER SIGNS IN THESE SUB-SERIES MAY ALSO BE USED IN A TEMPORARY FORM AT ROADWORKS SITES. OF SIGN SHALL HOLD NOT BE USED IN ALL VARIANTS SIGNS. NUMBER 4 ARE REPRESENTATIVE, OTHER NUMBERS ARE INDICATED FOR VARIANTS SIGNS WHICH HAVE A HAZARD NUMBER.

TEMPORARY TO BE NUMBER AND DETAIL OF DIAGRAMMATIC SIGNS MAY ALSO BE SPECIFIED. LAYOUTS ARE SHOWN IN DETAIL.

SUB-SERIES (SP-R) DETAILS DETAIL OF ALL TEMPORARY DIAGRAMMATIC (DIAGRAMMATIC) SIGNS. GENERAL NOTE: THE USE OF (DIAGRAMMATIC) SIGNS ARE GIVEN IN THE FOOTNOTES BY THE SUB-SERIES AND ALL AVAILABLE SIGNS ARE LISTED IN A NUMBER OF PERMITS. THESE PERMITS SHEETS ARE INTENDED TO BE USED FOR SIGN DESIGN PURPOSES AND PROVIDE INFORMATION TO ENABLE SIGN QUANTITIES TO BE DETERMINED. DETAIL OF PERMANENT (DIAGRAMMATIC) SIGNS ARE ALSO GIVEN IN SUB-SERIES (SP-R). THE DRAWINGS ARE PROVIDED WITHIN THE SUB-SERIES (SP-R) AS FOLLOWS -

- (a) TRAFFIC FLOW INDICATIONS
- (b) LANE USE REGULATION
- (c) LANE USE
- (d) HEAVY VEHICLE CLEARANCE
- (e) ONE-WAY CLEARANCE

EACH DRAWING SERIES IS GIVEN IN DETAIL FOR A NUMBER OF SIGN SIZES. SIGNS FOR THE THREE STANDARD SIGN SIZES, ONE MUST BE TAKEN TO BE THAT THE CORRECT NUMBER IS REQUIRED.

### SUB-SERIES IN THE ROADWORKS SIGNS AND LETTERS SERIES (SP-R)

GENERAL SIGN DETAILS  
TEMPORARY  
DIAGRAMMATIC SIGNS  
TYPICAL LAYOUTS

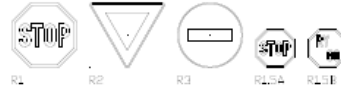
\*SP-R-1\*  
\*SP-R-2\*  
\*SP-R-3\*

### KEY

- REI
- WHITE
- YELLOW
- BLUE
- BLACK
- GREEN
- BROWN

### PERMANENT SIGNS

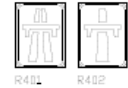
#### CONTROL REGULATORY SIGNS



#### PROHIBITION REGULATORY SIGNS



### COMPREHENSIVE REGULATORY SIGNS



### TEMPORARY SIGNS

#### CONTROL REGULATORY SIGNS

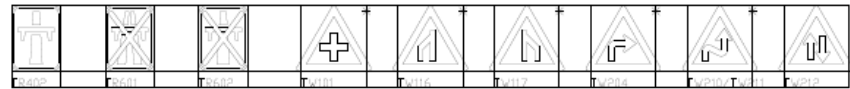


#### PROHIBITION REGULATORY SIGNS

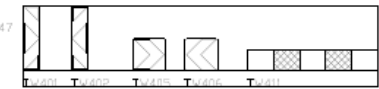


### COMPREHENSIVE/RESTRICTION REGULATORY SIGNS

#### ADVANCE WARNING SIGNS



### HAZARD MARKER SIGNS



### GUIDANCE SIGNS



*BLOUBERG MUNICIPALITY*

**CONTRACT No. BM 02/19/20**

**FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V**

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# BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/19/20

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE V



**T2 Tech Consulting Engineers**

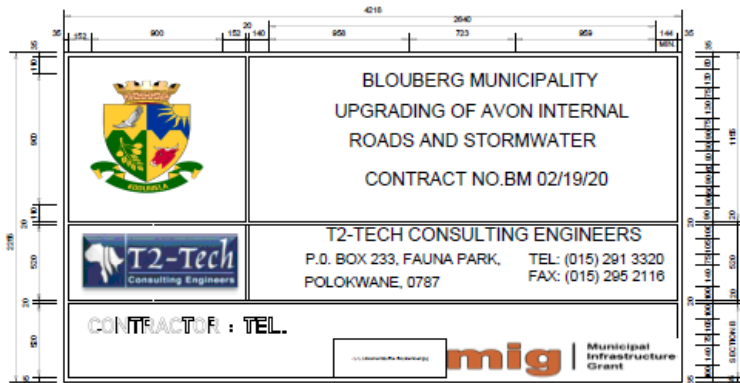
16 A Curro street  
 Polokwane  
 P O Box 233  
 Fauna Park  
 POLOKWANE  
 0787

Tel: 015 291 3320  
 Tel: 076 820 8739  
 Fax: 015 295 2116  
 E-Mail: tango@t2tech.co.za

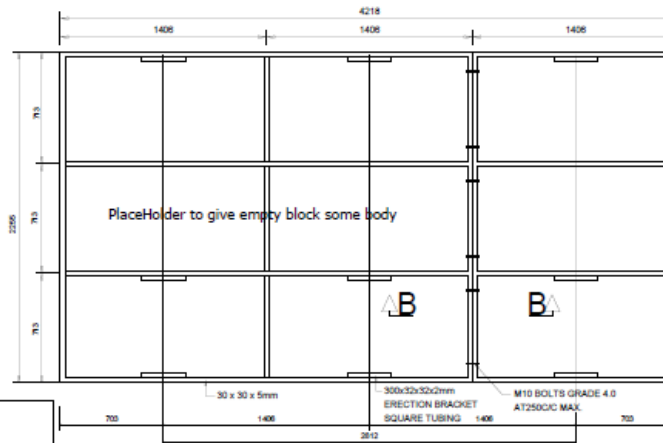


**BLOUBERG MUNICIPALITY**

P.O. Box 2094  
 Sandton, Gauteng, 0790  
 Tel: (015) 505 7200  
 Fax: (015) 505 0569/0296



FRONT ELEVATION



REAR SIDE BRACING

DETERMINATION OF BREAK-AWAY HOLES	
POLE DIA (mm)	HOLE DIA (mm)
< 140	NONE
141 - 170	40
171 - 200	50
201 - 225	65

**NOTES:**

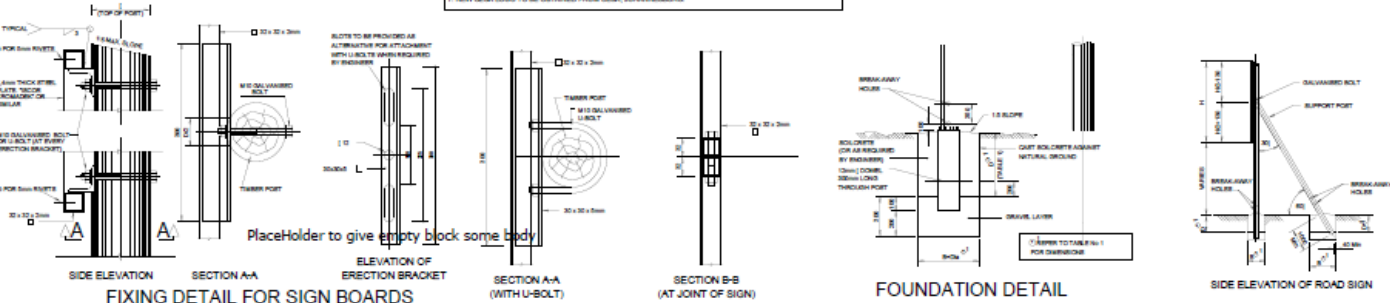
**EMBLEM:**  
 1. ALL EMBLEMS TO BE DISPLAYED IN FULL COLOUR ON A SEMI-MATT BACKGROUND.

**LETTERS AND NUMBERS:**  
 2. DESCRIPTION: MATT-BLACK, BARRER ON B LETTERS AND NUMBERS ON A SEMI-MATT (SMOKE-GREY) BACKGROUND.  
 3. BANNER: GREEN NON-REFLECTORIZED.

**QUANTITY:**  
 4. FIVE SIGN BOARDS, SHALL BE SITED AT POSITIONS AS DETERMINED BY THE ENGINEER.

**DESCRIPTION:**  
 5. DESCRIPTION OF WORK (eg. ASHCOURT AND BRASH BULK WATER SUPPLY: 1.6M AT ASHCOURT LCH).  
 6. DESCRIPTION STARTS CENTERED ON THE LEFT HAND SIDE AND FINISHES ON THE RIGHT HAND SIDE OF THE ROAD.  
 7. SIGN BOARD TO BE USED FOR THE ROAD, SANDTON/BLISSBURG.

TABLE 1: DETERMINATION OF POSTS & FOOTINGS				
ERECTION DETAILS				
TYPE OF POST	UPRIGHT	STAY	D	(B/DIA)
TIMBER POST AND STAY	1500mm	800mm	800mm	800mm
TIMBER POST	1500mm	-	1000mm	1400mm
D SECTION STEEL POST	1500mm x 40mm	-	1000mm	1400mm



FIXING DETAIL FOR SIGN BOARDS

FOUNDATION DETAIL

SIDE ELEVATION OF ROAD SIGN

**NOTES**

No.		No.

CONTRACT NUMBER: BM 02/19/20

AVON - A

BLOUBERG MUNICIPALITY

CONTRACT BOARD