

CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES: ROADWORKS,
REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF
CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And



Contract No. 198C/2021/22:

District: [REDACTED] (Region A Team)



PREAMBLE

WHEREAS Tender 198C/2021/22 was awarded to various service providers namely [REDACTED]

[REDACTED] in line with resolution **SCMB 05/10/22** dated 03 October 2022 for the Framework Tender for Provision of Professional Services: Roadworks, Rehabilitation and Reseal of roads in the City of Cape Town, for the period commencing from date of commencement until 30 June 2030.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Construction Industry Development Board ("**CIDB**") Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) ("**GCC**"), read with the Contract Specific Data ("**CSD**") annexed hereto marked "**PART C1.2: CONTRACT DATA**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **City Manager or his sub-delegated nominee** duly authorised hereto;
- 1.2. [REDACTED] a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as **Director**;

hereinafter jointly referred to as "Parties" and in singular, a "Party".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 2.1.1. first, the terms and conditions of the CSD;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from Date of Commencement.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the commencement date until 30 June 2030.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART C2: PRICING DATA**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF CONTRACTOR

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE AND MANAGEMENT

CONTRACT NO. 198C/2021/22

FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: [REDACTED]

Section 2: VAT registration number, if any: [REDACTED]

Section 2a: National Treasury Central Supplier Database registration number: [REDACTED]

Section 2b: SARS Tax Compliance Status PIN: [REDACTED]

Section 3: cddb registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

N/A

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number: [REDACTED]

Close corporation number: N/A

Tax reference number: [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☐ Yes ☐ No
If yes, enclose proof

Is tenderer a foreign based supplier for the Goods / Services / Works offered? ☐ Yes ☐ No
If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No

d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No

e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No

NOT APPLICABLE

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T2.2
Returnable Schedules

- The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:
- 1) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
 - 2) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
 - 3) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
 - 4) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
 - 5) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Occupational Health and Safety Agreement

C1.4 Insurance Broker's Warranty

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE AND MANAGEMENT

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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:

CONTRACT 198C/2021/22: FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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 completed Schedules of Rates (excluding VAT), as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

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 service provider in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

For official use.

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T2.
Returnable Documents

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:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 4 above
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information
- Part C5: Supporting Schedules

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract, the region(s) awarded to the service provider in terms of this term tender process being recorded in the schedule of deviations.

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	[REDACTED]
Business Registration	Not applicable	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	[REDACTED]
Accepted contract sum including tax	Rates only contract.	Rates only contract
Accepted contract duration	From commencement date until 30 June 2030.	From commencement date until 30 June 2030
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	[REDACTED]	[REDACTED]
Signed: Location	[REDACTED]	[REDACTED]
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]

Schedule of Deviations

Notes:

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

- 1 Subject: Region(s) awarded to the service provider.

Details: The region(s) awarded to the service provider in terms of this term tender process is/are recorded in the table below.

Regions ¹ (tick as applicable):	Blaauw- berg	Kraaifon- tein	Central (Cape Town)	Bellville	Plumstead	Athlone	Khayelitsha	Somerset West
				X				

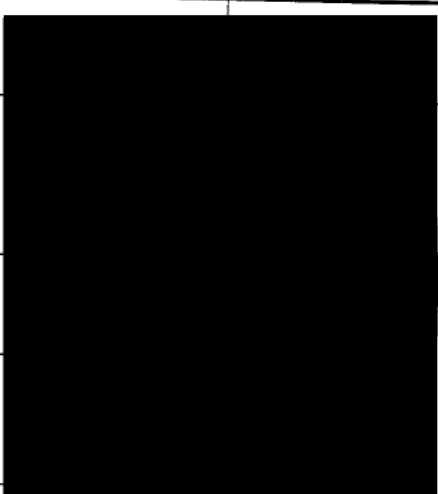
¹ Unused regions are to be struck through.

- 2 Subject: **Key staff**

Details: The Region A team as indicated in Part C5.1, Supporting Schedules is applicable to this contract.

- 3 Subject: **Negotiated Rates**

Details: The negotiated rates indicated in column 'B' hereunder will replace the original tendered rates in column 'A'.

PAY ITEM No.	PAY ITEM DESCRIPTION	UNIT	A	B
			ORIGINAL TENDERED RATE (RAND)	NEGOTIATED RATE (RAND)
3.3 (a)	Environmental Services: Registered Environmental Assessment Practitioner (EAP)	hr		
3.2 (a)	Occupational Health and Safety Services; Compile and submit application for Construction Work Permit from Department of Labour in terms of Regulation 3(1) of Construction Regulations, 2014	No.		
3.2 (b)	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No.		
3.2 (c)	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No.		

			A	B
PAY ITEM No.	PAY ITEM DESCRIPTION	UNIT	ORIGINAL TENDERED RATE (RAND)	NEGOTIATED RATE (RAND)
3.2 (d)	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(l) & (m)	No.		
3.2 (e)	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(o), (q), (r) and (s)	No.		
3.2 (f)	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No.		
4.1 (a)i	Printing size A4;(i) Black and white on white paper	No.		
4.1 (a) (ii)	A4; Black and white on colour paper (pink yellow, blue green paper)	No.		
4.1 (b) i	Printing: size A3; Black and white printing	No.		

By the duly authorised representatives signing this agreement, 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 returnable 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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C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is

The address of the Supplier is

Physical Address

Postal Address

Telephone

Fax

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	15 December 2022	End date	10 Jan 2023
Year 2 holiday period	Start date	15 December 2023	End date	9 Jan 2024
Year 3 holiday period	Start date	15 December 2024	End date	6 Jan 2025
Year 4 holiday period	Start date	15 December 2025	End date	5 Jan 2026
Year 5 holiday period	Start date	15 December 2026	End date	4 Jan 2027
Year 6 holiday period	Start date	15 December 2027	End date	4 Jan 2028
Year 7 holiday period	Start date	15 December 2028	End date	8 Jan 2029

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PART C1.2: CONTRACT DATA

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT ("GCC")

The General Conditions of Contract are the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract
- d) the Scope of Work, and
- e) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*
The **Employer** is the **CITY OF CAPE TOWN**.

*Replace the definition of **Key Persons** with the following:*

Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Services.

*Add the following to the definition of **Period of Performance**:*

The period(s) of performance for this service is as follows:

- 1) The Framework appointment period is for seven (7) financial years from the start date.
- 2) All work orders that service providers have been appointed for, and that result in construction projects, shall be completed up to the issuing of the Certificate of Completion within the seven (7) financial year period. Therefore, no orders that result in construction projects that cannot be completed within this time will be issued.
- 3) It is the employer's intention to advertise a follow up tender of a similar nature to this one in the fourth (4th) financial year of this appointment, and award it as soon as possible in order to ensure a continuous pipeline of future projects. Once the follow up tender has been awarded, no new work will be issued to the service providers on this contract, and the remaining time up till the end of the seventh (7th) financial year will be used only to complete projects already awarded.
- 4) The timeframes for Normal Services for each project are as stated in Section C3.1 Scope of Works, Section 7.3.2. These timeframes notwithstanding, all deliverables for work orders for portions of Normal services shall be completed and submitted before the end of the seventh (7th) financial year.

Add the following to the definition of **Project**:

The project is the **FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS**

Add the following to the definition of **Service Provider**:

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

Delete the definition of **Services** and replace with the following:

The work to be performed by the Service Provider based upon the relevant scope of works as described in the Scope of Work.

Add the following to the definition of **Start Date**:

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

Replace the words "time for completion" with "Period of Performance".

Add the following definition:

Intellectual Property

Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 3

Delete the heading and replace with "**Governing law and policies**"

Add the following after clause 3.1

Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

Replace the words "time for completion" with "Period of Performance".

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: Roads Infrastructure Management**.

The address for receipt of communications is:

Telephone:

E-mail:

Postal Address:

PO Box 298
CAPE TOWN
8000

Physical Address:

Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider which must be located within the City of Cape Town municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Part C1.2 Contract Data, Information Supplied by the Tenderer and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

In an instance where the tendering entity does not have a local office at the time of tender closing, this shall be clearly stated on Part C1.2 Contract Data, Information Supplied by the Tenderer and an alternative address shall be furnished. The service provider is to note that upon successful conclusion of a contract with the employer, a local office (as defined above) must be established within two (2) calendar months of the contract start date.

Clause 3.9.1:

Add the following after f):

- g) a change in the cost of the construction works applicable to the services

Clause 3.9.2:

Replace the words "6 weeks" with "21 days".

Add the following at the end of the clause:

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:

Delete the clause and replace with the following:

The Employer shall assess the changes to the Contract Price proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

Clause 3.9.2:

Replace the words "6 weeks" with "21 days".

Clause 3.9.3:

Add the following:

The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

R5 000

The maximum penalty amount is as follows:

R100 000

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

- a) Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.
- b) Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)
- c) Any other fines or penalties levied in accordance with any of the specifications.

Clause 3.15.1:

Add the following:

The programme shall be submitted within **14** days of the Start Date.

Clause 3.16.2:

Replace the words "in which the start date falls" with "prior to the closing date of the tender".

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

3.17.1 General

3.17.1.1 Price adjustment of any resources imported from outside the Republic of South Africa will be permitted **only** in respect of the following variables:

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,
- (b) Variations in Customs Surcharge and Customs Duty as detailed in Clause 3.17.3, and
- (c) Labour and material cost variations in the relevant industries of the countries from which the resources are imported as detailed in Clause 3.17.5.

3.17.1.2 The value of any resources imported from outside South Africa inserted in the schedule titled **Price Basis for Imported Resources** and subject to Clause 3.17.2 shall be deducted from the total values to be adjusted by the Contract Price Adjustment Factor. Any resources not inserted in the schedule titled **Price Basis for Imported Resources** shall be deemed not to be imported into South Africa for the purposes of Contract Price Adjustment.

3.17.2 Variations in Rates of Exchange

3.17.2.1 Adjustment for variations in rates of exchange shall be based on the following:

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

3.17.5 Variation in labour and material costs of imported resources

3.17.5.1 If the prices for imported resources are not fixed, the Service Provider shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 4.7:

Add the following:

Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

The Service Provider shall ensure that any sub-contractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

Clause 5.4.2

Add the following:

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place, shall be submitted within **14** days of the Start Date.

Add the following clause after Clause 5.4.2:

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.

- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

Clause 7.1.2

Add the following:

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services within 14 days of the Start Date.

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - a. reports of poor governance and/or unethical behaviour;
 - b. association with known family of notorious individuals;
 - c. poor performance issues, known to the Employer;
 - d. negative social media reports; or
 - e. adverse assurance (e.g. due diligence) report outcomes.
- k) if the Service Provider fails to establish a local office within the stipulated time frame as defined in Clause 3.5;
- l) if the Service Provider is issued with a fourth (4th) notice of dissatisfactory service as described in clause 17 (Non-Performance) of Part C3.1, Scope of Work.

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:

Delete the content of this clause and replace with the following:

Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

Add the following after clause 8.4.5:

Clause 8.4.6

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in instances where the Service Provider has been liquidated:

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
- 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **adjudication**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering**.

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the **President of the South African Institution of Civil Engineering**.

Clause 13.1:

Add the following clause after Clause 13.1.3:

- 13.1.4 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 13.4:

Delete the content of this clause and replace with the following:

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

- 13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 14.6: More frequent payments

The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

Add the following Clauses after Clause 15:

Clause 16: Protection of Personal Information

- 16.1 The Contractor acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2 The Contractor agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 16.3 The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 16.4 The Contractor agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 16.5 Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 16.6 The Contractor hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 16.7 The Contractor agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard

Clause 17: Review Clause

- 17.1 This Agreement is valid from the date of commencement until 30 June 2030. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for goods delivered.

Clause 18: Performance Monitoring

- 18.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the Contractor agrees to provide the City with its full cooperation in this regard.

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:...

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:...

SIGNED ON BEHALF OF TENDERER:

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Service Provider/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I representing
....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:
.....

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

Witness

Signed at on the day of 20

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

CONTRACT NO.: 198C/2021/22

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES: ROADWORKS,
REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF
CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL
YEARS

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Schedule of Rates

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Schedule of Rates below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Schedule of Rates, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Rate:	The agreed payment per unit of measurement.
Lump Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Hour	The agreed rate per hour of work
Month	the agree rate per calendar month
Prov Sum	A sum allowed for an unknown cost at tender stage
%	Measured as a percentage of the provisional sum or prime sum cost
Number (No)	the rate per number of a specific item, measured for each item complete
m	Meter, Measured per linear meter
mm	millimeter measured per linear millimeter
test	measured per test completed in accordance with the prescribed test method
Per Specimen	measured per specimen prepared for testing in accordance with the prescribed test method
Lot	measured per lot or batch of specimens/samples prepared
Mix design	measured per completed mix design in accordance with the prescribed method
Briq	briquette – measured per briquette manufactured
Cycle	measure per cycle of testing in accordance with the prescribed test method
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of Rates. **An item against which no rate is entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Schedule of Rates are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. There are no quantities given in the Schedule of Rates. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Schedule of Rates. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Schedule of Rates in Section 1 PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate. Where one person is fulfilling the role of two Key Personnel positions (e.g. Project leader and Pavement & materials Engineer), then only one Key Personnel time related item may be claimed for attending meetings. If the tendered rates for the two Key Personnel positions differ, but one person is fulfilling both roles, the time spent at meetings will be claimed 50/50 between the two positions and not 100% at the higher of the tendered rates.
10. The use of the other specialists that have been tendered shall only be as and when requested by the

Employer or agreed upon in advance when specialist design is required. Basic typical designs that can be carried out by category C and D staff on a day to day basis will not require the input from a specialist.

11. Provision for time-based services have been allowed for Normal Services Stages 1,2,3,4 and 6. A time-cost proposal for each works order shall be agreed upon with the relevant project manager. This proposed cost shall not be exceeded without written motivation to and approval from the relevant project manager. The actual hours worked on each works order shall be claimed. If the hours worked end up being less than the time-cost proposal, the service provider shall not be entitled to claim the full amount in the proposal.
12. The monthly time based costs for stage 5 of normal services (item 2.2) and construction monitoring staff (item 3.1) and any other monthly rates shall be claimable monthly or pro rata for a portion of a month. The pro rata daily cost shall be calculated by multiplying the monthly rate by 12 (months in a year) and then dividing by 365 (days in a year). The pro rata number of days shall be calculated as calendar days. .
12. Tenderers are to note that only those recoverable expenses listed in the Schedule of Rates will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
13. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
14. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
15. The per kilometer rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.82/km (excluding VAT).
16. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000,00 (including VAT) in value, the Service Provider will typically be required to invite at least three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R300 000,00 (including VAT) in value, the Service Provider shall follow an open tender process of their own in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Schedule of Rates.
17. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
18. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.

Part C2.2 SCHEDULE OF RATES

CITY OF CAPE TOWN
URBAN MOBILITY, ROADS INFRASTRUCTURE AND MANAGEMENT
CONTRACT NO. 198C/2021/22

FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS

C2.2 Schedule of Rates

Item	Description	Unit	Tendered Rate (Excl. VAT)
1	PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS		
1.1	Time based costs		
a	Category B Personnel	hour	
b	Category C Personnel	hour	
c	Category D Personnel	hour	
1.2	Weyleave and Permit applications		
a	Full application process per road or road section as per clause 7.2.1.1(b) of Section C3.1: Scope of Works	No	
1.3	VISUAL Assessments		
a	Rated TRM 12 type visual assessment as per clause 7.2.1.1(c)(i) of Section C3.1: Scope of Works	km	
b	TRM 13 visual assessment as per clause 7.2.1.1(c)(i) of Section C3.1: Scope of Works	km	
1.4	Procurement of laboratory services through open tender for testing during construction projects (see item 16 of C2.1 - Pricing Assumptions)	No	

Item	Description	Unit	Tendered Rate (Excl. VAT)
2	TIME BASED COSTS FOR NORMAL SERVICES		
2.1	Normal Services: Stages 1 to 4 and Stage 6 for all projects		
(a)	Key Staff		
i	Project Leader (PL)	Hour	
ii	Contract Engineer (CE) / Employer's Agent (EA)	Hour	
iii	Pavement and Materials Engineer	Hour	
(b)	Specialists (Category B/C personnel)		
i	Geometric Engineer	Hour	
ii	Structural Engineer	Hour	
iii	Geotechnical Engineer	Hour	
iv	Traffic Engineer	Hour	
v	Infrastructure Engineer (stormwater, water and sewer reticulation)	Hour	
vi	Electrical Engineer (street lighting, cable relocations)	Hour	
vii	Other specialist	Pror. Sum	
(c)	Other professional and support Staff		
i	Category B Personnel	Hour	
ii	Category C Personnel	Hour	
iii	Category D Personnel	Hour	
2.2	Normal Services Stage 5		
(a)	Major contracts with construction value exceeding R30.0 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff costs	Month	
(b)	Major Contracts with construction value exceeding R15 million and up to R30 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff and costs	Month	
(c)	Major Contracts with construction value exceeding R6.5 million and up to R15 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff costs	Month	
ii	Contract Administration and Inspection: Junior Employer's Agent and all support staff costs	Month	
(d)	Minor Contract with construction Value up to R13 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff costs	Month	
ii	Contract Administration and Inspection: Junior Employer's Agent and all support staff costs	Month	

Item	Description	Unit	Tendered Rate (Excl. VAT)
1	ADDITIONAL SERVICES		
1.1	Level Two or Three Construction Monitoring Services		
a	Class A Senior Employer's Agent's Representative cost to company including mark-up and profit	Month	
b	Class B Senior Employer's Agent's Representative cost to company including mark-up and profit	Month	
c	Engineer's Representative (ER)/Employer's Agent's Representative (EAR)	Month	
d	Junior Employer's Agent's Representative/ Assistant Employer's Agent's Representative cost to company including mark-up and profit	Month	
e	Students and graduates cost to company including mark-up and profit	Month	
1.2	Occupational Health and Safety Services		
(a)	Compile and submit application for Construction Work Permit from Department of Labour in terms of Regulation 5(1) of Construction Regulations, 2014	No	
(b)	Compile baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No	
(c)	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No	
(d)	Evaluation of Principal Contractor's Safety Plan (h-16) submission in terms of regulation 4 regulation 5.1(f) & (m)	No	
(e)	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(a), (d), (r) and (s)	No	
(f)	Reviewing Principal Contractor's safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No	
2.3	Environmental Services		
(a)	Registered Environmental Assessment Practitioner (EAP)	hour	
(b)	Registered Candidate EAP	hour	
(c)	Environmental support staff	hour	

Item	Description	Unit	Tendered Rate (Excl. VAT)
4	DISBURSMENTS		
4.1	Recoverable expenses in respect of printing and copying as specified below		
(a)	Printing size A4		
(i)	Black and white on white paper	No	0.59
(ii)	Black and white on colour paper (pink yellow, blue green paper)	No	0.64
(iii)	Colour printing on white paper	No	
(iv)	Colour printing on colour paper (pink yellow, blue green paper)	No	
(b)	Printing: size A3		
(i)	Black and white printing	No	2.48
(ii)	Colour printing	No	
(c)	Printing: size A2		
(i)	Black and white printing	No	
(ii)	Colour printing	No	
(d)	Printing: size A1		
(i)	Black and white printing	No	
(ii)	Colour printing	No	
(e)	Printing: size A0		
(i)	Black and white printing	No	
(ii)	Colour printing	No	
4.2	Binding of documents		
	Ring Binding	No	
	Staple and tape binding	No	
4.3	Burning CD's or Flash Drives with drawings and electronic BOQ's etc. for tender documents or as requested.	No	
4.4	Cost of accommodating and supervising City employees with service provider to gain design and on-site experience	month	
4.5	Allowance for travel costs	km	Employer's ad-hoc duty transportation rate

Item	Description	Unit	Tendered Rate (Excl. VAT)
5	LABORATORY INVESTIGATIONS		
5.1	PERSONNEL COSTS:		
5.1.1	OVERTIME: extra over rate (when ordered by the Employer) on working days, outside of normal hours:		
(a)	Senior Laboratory Manager	Hour	
(b)	Senior Materials Tester (Field)	Hour	
(c)	Senior Materials Tester (Laboratory)	Hour	
(d)	Materials Tester	Hour	
(e)	Assistant Materials Tester	Hour	
(f)	Laboratory General Assistant	Hour	
(g)	Labourer	Hour	
5.1.2	OVERTIME: extra over rate (when ordered by the Employer) on non-working days – Sundays and Public Holidays:		
(a)	Senior Laboratory Manager	Hour	
(b)	Senior Materials Tester (Field)	Hour	
(c)	Senior Materials Tester (Laboratory)	Hour	
(d)	Materials Tester	Hour	
(e)	Assistant Materials Tester	Hour	
(f)	Laboratory General Assistant	Hour	
(g)	Labourer	Hour	
5.2	TRAVELLING COSTS		
5.2.1	Traveling to perform sampling and field work	km	Employer's ad-hoc duty transportation rate
5.3	TRAFFIC ACCOMMODATION		
5.3.1	Local Roads (60kph speed limit):		
(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	Hour	
(b)	One-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	Hour	
(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	Hour	
5.3.2	Collector Roads (60kph speed limit):		
(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	Hour	
(b)	One-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	Hour	
(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	Hour	
5.3.3	Arterials or Expressways (100kph speed limit):		
(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	Hour	
(b)	One-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	Hour	
(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	Hour	

Item	Description	Unit	Tendered Rate
5.4	TMH 5	No	
(a)	TMH5 MA2/MC1 Sampling of Road Pavement Layers	No	
(b)	TMH5 MB1 Sampling from Stockpiles	No	
(c)	TMH5 MB10 Sampling of Treated Pavement Layers	No	
(d)	TMH5 MD1 Division of a Sample Using the Riffle	No	
(e)	TMH5 MD2 Division of a Sample by Quartering	No	
(f)	TMH5 MB9 Sampling of Freshly Mixed Concrete	m ³	
(g)	TMH5 MC2 Sampling of Asphalt or Concrete from completed layer or structure (100mm diameter core)	mm	
(h)	TMH5 MC2 Sampling of Asphalt or Concrete from completed layer or structure (150mm diameter core)	mm	
(i)	TMH5 MB4 Sampling of Bituminous Binders	No	
(j)	TMH5 MB7 Sampling of Premix Asphalt, Method 4.2	No	
(k)	TMH5 MB7 Sampling of Premix Asphalt, Method 4.4	No	
(l)	TMH5 MB8 Sampling of Slurry Mixtures (four liter sample)	No	
5.5	DCP		
(a)	TMH 6 ST6 Dynamic Cone Penetrometer (DCP) : up to 1m	test	
(b)	TMH 6 ST6 Dynamic Cone Penetrometer (DCP) : up to 2m	test	
5.6	Gravels		
(a)	SANS 3001-GR1 Wet preparation and particle size analysis	test	
(b)	SANS 3001-GR2 Grading: Sieve analysis	test	
(c)	SANS 3001-GR5 Wet preparation and air-drying of samples for plasticity index and hydrometer tests	test	
(d)	SANS 3001-GR10 Determination of the one-point liquid limit, plastic limit, plasticity index and linear shrinkage	test	
(e)	SANS 3001-GR11 Determination of the liquid limit with the two-point method	test	
(f)	SANS 3001-GR12 Determination of the flow curve liquid limit	test	
(g)	SANS 3001-GR20 Determination of the moisture content by oven-drying	test	
(h)	SANS 3001-GR30 Determination of the maximum dry density and optimum moisture content	test	
(i)	SANS 3001-GR31 Determination of the maximum dry density and optimum moisture content of laboratory mixed cementitious stabilized materials	test	
(j)	SANS 3001-GR35 Sand replacement field density	test	
(k)	SANS 3001-GR40 California Bearing Ratio	test	
(l)	SANS 3001-GR41 California Bearing Ratio of Lime treated material	test	
(m)	SANS 3001-GR50 Preparation, compaction and curing of specimens of laboratory mixed cementitious stabilized materials	test	
(n)	SANS 3001-GR53 Determination of the unconfined compressive strength of compacted and cured specimens of cementitious stabilized materials	test	
(o)	SANS 3001-GR54 Determination of the indirect tensile strength of compacted and cured specimens of cementitious stabilized materials	test	
(p)	SANS 3001-GR55 Wet-dry brushing by hand	cycle	
(q)	SANS 3001-GR57 Determination of the initial stabilizer consumption of soils and gravels	test	

Item	Description	Unit	Tendered Rate (Excl. VAT)
5.7	AGGREGATES		
(a)	SANS 3001-AG1 Particle size analysis of aggregates by sieving	test	
(b)	SANS 3001-AG2 Determination of the average least dimension of aggregates by direct measurement	test	
(c)	SANS 3001-AG3 Computational method for the determination of the average least dimension	test	
(d)	SANS 3001-AG4 Determination of the flakiness index of coarse aggregate	test	
(e)	SANS 3001-AG10 Aggregate crushing value (ACV) and 10% FACT	test	
(f)	SANS 3001-AG20 Determination of the bulk density, apparent density and water absorption of aggregate particles retained on the 5 mm sieve for road construction materials	test	
(g)	SANS 3001-AG21 Determination of the bulk density, apparent density and water absorption of aggregate particles passing the 5 mm sieve for road construction materials	test	
(h)	SANS 3001-AG22 Apparent density of crushed stone base	test	
5.8	NUCLEAR DENSITY GAUGE		
(a)	SANS 3001-NG4 Verification of a nuclear density gauge		R 291,00
(b)	SANS 3001-NG5 Determination of in situ density using a nuclear density gauge		R 1501,00
5.9	FRESH CONCRETE		
(a)	SANS 5862-1 Consistence of freshly mixed concrete - Slump test		R 501,00
(b)	SANS 5861-3 Making and curing of test specimens		R 551,00
(c)	SANS 5863 Compressive strength of hardened concrete		R 551,00
5.10	ASPHALT		
(a)	SANS 3001-AS1 Making of asphalt briquettes for Marshall tests and other specialized tests		R 901,00
(b)	SANS 3001-AS2 Determination of Marshall stability, flow and quotient		R 951,00
(c)	SANS 3001-AS10 Determination of bulk density and void content of compacted asphalt		R 951,00
(d)	SANS 3001-AS11 Determination of the maximum void-less density of asphalt mixes and the quantity of binder absorbed by the aggregate		R 2101,00
(e)	SANS 3001-AS20 Determination of the soluble binder content and particle size analysis of an asphalt mix		R 2301,00
(f)	SANS 3001-AS22 Bitumen content of slurry		R 3001,00
5.11	ASTM		
(a)	ASTM D5 Standard Test Method for Penetration of Bituminous Materials		R 2101,00
(b)	ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)		R 2101,00
5.12	BITUMEN		
(a)	SANS 3001-BT10 Ball penetration test for the design of surfacing seals		150
(b)	SANS 3001-BT11 Texture depth measurement for the design of surfacing seals		150
(c)	SANS 3001-BT12 Determination of the in situ permeability of a bituminous surfacing (Marvill test)		310

Tender
Part T2: Returnable Documents
Reference No. 198C/2021/22

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T2.
Documents

Handwritten signatures and initials, including "SS" and "N".

Item	Description	Unit	Tendered Rate (Excl. VAT)
5.13	BITUMEN STABILISED MATERIALS (TG2 – 3rd Edition, August 2020 – Appendix B: Laboratory Tests)		
(a)	Test Method BSM1: Determining the foaming characteristics of bitumen	Test	
(b)	Test Method BSM2: Laboratory mix design of bitumen stabilized material using emulsion	Mix design	
(c)	Test Method BSM2: Laboratory mix design of bitumen stabilized material using foam bitumen	Mix design	
(d)	Test Method BSM4: Determination of indirect tensile strength of bitumen stabilized material:		
	(i) Using emulsion	Test	
	(ii) Using foam bitumen	Test	
(e)	Test Method BSM5: Determination of the shear properties of bitumen stabilized material (triaxial test):		
	(i) Using emulsion	Test	
	(ii) Using foam bitumen	Test	
5.14	CONCRETE PAVING		
(a)	SANS 1058 Dimensional analysis (set of 12 units)	test	
(b)	SANS 1058 Compressive strength (set of 12 units)	test	
(c)	SANS 1058 Abrasion resistance test	test	
5.15	ADDITIONAL TESTING NOT SPECIFIED		
(a)	Provisional Sum for testing	Prov Sum	Prov Sum
(b)	Mark-up on provisional sum	%	
5.16	TRIAL PIT EXCAVATIONS		
5.16.1	Trial pits to determine pavement profile only (i.e. backfill using existing material and reinstate with 40mm approved hot-mix asphalt – all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:		
5.16.1.1	Pit Depth ≤ 500mm; Surface Area ≤ 1,0m ²		
(a)	Bituminous surfacing ≤ 50mm	No	
(b)	Bituminous surfacing > 50mm	No	
5.16.1.2	500mm < Pit Depth ≤ 1000mm; Surface Area ≤ 1,0m ²		
(a)	Bituminous surfacing ≤ 50mm	No	
(b)	Bituminous surfacing > 50mm	No	

Item	Description	Unit	Tendered Rate (Excl. VAT)
5.16.2	Trial pits for determining pavement profile and sampling/testing (i.e. backfill using approved sand, 250mm G3 base and reinstate with 40mm approved hot-mix asphalt - all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:		
5.16.2.1	Pit Depth $\leq$ 500mm; Surface Area $\leq$ 1.0m ²		
(a)	Bituminous surfacing $\leq$ 50mm	No	
(b)	Bituminous surfacing $>$ 50mm	No	
5.16.2.2	500mm $<$ Pit Depth $\leq$ 1000mm; Surface Area $\leq$ 1.0m ²		
(a)	Bituminous surfacing $\leq$ 50mm	No	
(b)	Bituminous surfacing $>$ 50mm	No	
5.16.3	Trial trench for determining pavement profile and sampling/testing (i.e. backfill using approved sand, 250mm G3 base and reinstate with 40mm approved hot-mix asphalt - all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:		
5.16.3.1	Trench Depth $\leq$ 500mm; Width 500 mm		
(a)	Bituminous surfacing $\leq$ 50mm	m	
(b)	Bituminous surfacing $>$ 50mm	m	
5.16.3.2	500mm $<$ Trench Depth $\leq$ 1000mm; Width 500 mm		
(a)	Bituminous surfacing $\leq$ 50mm	m	
(b)	Bituminous surfacing $>$ 50mm	m	
5.16.4	Auger drilling and installation of water table box		
(a)	Depth $\leq$ 1000mm	No	
(b)	1000mm $\leq$ depth $\leq$ 2000mm	No	

Item	Description	Unit	Tendered Rate (Excl. VAT)
6	PROVISIONAL SUM ITEMS		
6.1	Topographical survey		
(a)	Cost of survey services	Prov Sum	
(b)	Mark-up, Profit and handling costs on 6.1(a)	%	
(c)	Procurement of survey services - open tender	No	
(d)	Procurement of survey services - Three quotes	No	
6.2	Traffic counting		
(a)	Cost of traffic counting services	Prov Sum	
(b)	Mark-up, Profit and handling costs on 6.2(a)	%	
(c)	Procurement of traffic counting services - open tender	No	
(d)	Procurement of traffic counting services - Three quotes	No	
6.3	Traffic accommodation during investigations		
(a)	Cost of traffic accommodation	Prov Sum	
(b)	Mark-up, Profit and handling costs on 6.3(a)	%	
(c)	Procurement of traffic accommodation services - open tender	No	
(d)	Procurement of traffic accommodation services - Three quotes	No	
6.4	Existing Services investigation using Ground penetrating radar, cable detectors etc.		
(a)	Cost of existing services investigation	Prov Sum	
(b)	Mark-up, Profit and handling costs on 6.4(a)	%	
(c)	Procurement of existing services investigation services - open tender	No	
(d)	Procurement of existing services investigation services - Three quotes	No	
6.5	Existing Services investigation by means of test trench excavations		
(a)	Cost of test trench excavations for existing services investigation	Prov Sum	
(b)	Mark-up, Profit and handling costs on 6.5(a)	%	
(c)	Procurement of services for test trenches for existing services investigation services - open tender	No	
(d)	Procurement of services for test trenches for existing services investigation services - Three quotes	No	
6.6	Other services		
(a)	Cost of other services	Prov Sum	
(b)	Mark-up, Profit and handling costs and procurement costs on 6.6(a)	%	
7	Contingencies	10%	

Part C3: Scope of Work

C3.1 Scope of Work

C3.2 Annexes

PART C3.1: SCOPE OF WORK

C3.1 Scope of Work

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15. CLAIMS FOR PAYMENT
16. EMPLOYERS RIGHT TO RECOVER COSTS
17. NON-PERFORMANCE

1. INTRODUCTION

The City of Cape Town (CCT) is responsible for the maintenance of a large road network.

As part of the CCT's maintenance responsibility, a selection of road sections are either upgraded, rehabilitated or resurfaced (or a combination thereof) each financial year, within budget limits.

In addition, there is a need, through minor projects, to upgrade, improve or provide roads that typically fall within the upper limit of a CIDB 6 project value each financial year.

In order to plan and ensure a continuity of projects in the medium to long term, the Urban Mobility Directorate must identify and carry out designs and compile draft tender documents for construction projects that will fall outside this appointment period.

Furthermore, service providers may be required to take over and review projects that have been either partially or fully completed to various stages of normal services by previous service providers. This may for example mean that a service provider takes over a project that has been partially or fully completed up to concept and viability stage or detail design stage.

A number of Professional Service Providers are required to provide the professional services necessary to implement the abovementioned projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is to invite tenders from suitably qualified and experienced consulting firms for **CONTRACT NO. 198C/2021/22: FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS.**

Projects awarded to successful service providers on this contract will emanate primarily from the road maintenance, resurfacing and rehabilitation programs as well as the Transport Integrated Implementation department for road works. There may be overlap with other professional services appointments in the City, and specifically within the Urban Mobility Directorate, but those projects will emanate primarily from the other departments within the Urban Mobility Directorate. Service providers appointed on this contract will not have any rights to work being awarded from other programs. That notwithstanding, if the scope of works is appropriate, this contract may be utilised by any department within Urban Mobility or other directorates.

To ensure that the workload stays within manageable limits, the Employer will award projects that fall within a district only to the service provider allocated to that district. Should a project span more than one

district the Employer reserves its right to decide which of the services providers in the affected districts to allocate the project to. Should the district's allocated service provider decline the intended award of a project within its district, the Employer reserves its right to allocate the project to any of the other successful service providers of its choice.

The process for the award of a project within a district will be as follows:

1. The Employer's project manager identifies a project and scope of services required.
2. The Employer's project manager, through the framework project manager, will, in writing, inform the applicable district's allocated service provider of his/her intention to award the project to them. The scope of the required services will also be included in this correspondence.
3. The service provider will, in writing, either accept or refuse the project.
4. If the project is refused, the Employer's project manager, through the framework project manager will award the project to any of the other successful service providers of its choice.
5. Once accepted, the project will commence as per the Scope of Works and the scope of services required as outlined in the award letter.

Every project that has been awarded and accepted will have its own order number raised by the Employer's project manager and invoicing for each project will be carried out separately against each project order number.

It is a condition of this contract that all projects (major and minor) awarded and carried through to construction phase through this contract must be complete up to the issuing of the Completion Certificate before the end of the seventh financial year. All deliverables for works orders that are for specific stages of normal services only shall be completed and submitted to the relevant project manager prior to the end of the seventh financial year. It is the employer's intention to advertise a follow up tender of a similar nature to this one in the fourth financial year of this appointment, and award it as soon as possible in order to ensure a continuity of future projects. Once the follow up tender has been awarded, no new work will be issued to the service providers on this contract, and the remaining time until the end of the seventh financial year will be used only to complete projects already awarded.

2. BACKGROUND

This framework contract is part of the City's ongoing obligation to maintain its roads assets and plan for the future maintenance of road assets.

The roads which are intended to be included in this framework contract for partial scope of normal services for future planning purposes or for full scope of normal services will be all classes of roads of all pavement types within the municipal area of the City of Cape Town.

Analysis of structures in the road such as culverts and bridges and especially bridge joints as well as stormwater analysis may also be required. To this end, service providers will need to have access to structural and stormwater expertise to give guidance on how best to deal with such issues should they arise.

The redesign of road geometry and existing services within the road reserve may also be required, and as such the service provider must have access to other specialists such as, but not limited to, geometric specialists, electrical specialists for street lighting or electrical cables, and specialists for water and sewage reticulation.

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to significantly extend the service life of as many roads as possible within the available budgets over the period of this Framework contract as well as define the feasibility and scope of future projects.

A second objective is to implement various road improvement and provision projects of a relatively minor nature in accordance with needs and as budgets allow during the same period.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Engineering Services

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below.

For pricing purposes, the hourly rates tendered (item No 1.1: C2.2 Schedule of Rates) shall include for all costs in respect of Planning, Studies and Assessments.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below.

4.1.3 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and approvals.
 - (ii) The provision of services in respect of existing services investigations
 - (iii) The provision of all services related to targeted procurement.
 - (iv) Acting as leader of a professional team.
- (2) The provision of a level 2 and 3 construction monitoring service, as agreed, as described in Clauses 3.3.2(6)(b) and (c) of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below.
- (3) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015.
- (4) The provision of an Environmental Officer (EO) as described in clause 7.2.1.3(e) of the project brief.

4.2 Laboratory Services

The provision of a SANAS accredited soils laboratory for materials investigations and testing services during the design and investigation stages of a project, and for quality and acceptance control testing during the construction stage of projects will be required. The requirements in this regard are amplified in clause 7.2.2 of the project brief.

4.3 Architectural Services

Not required.

4.4 Landscape Architectural Services

Not required.

5. EXTENT OF THE SERVICES

The services to be provided in this appointment are inextricably linked to the Employer's three-year capital and operating budgets for road rehabilitation, road resurfacing, road maintenance, road upgrade and concrete road repairs. All services to be provided and construction works to be executed shall therefore be programmed in order to maximise expenditure, but shall not exceed the budget provision in any given financial year. As the City's budget cycle is three years, it cannot be predicted what the outer years'

budgets will be. Therefore, the full value of the construction work to be carried out during this appointment is not known. It is also not known how many projects will be awarded to tenderers on this contract.

It is the Employer's intention to appoint service providers for individual projects on an as and when required basis, based on the location of the project and the district that a service provider has been awarded. Because of the lengthy design, tender and construction periods associated with large projects, large projects will only be awarded if the project can be completed up to the issue of the Certificate of Completion (as per clause 5.14.4 of the General Conditions of Construction Works, SAICE, 3rd edition, 2015) prior to the end of the seventh financial year. Minor projects that can be completed in time will be awarded until the end of the sixth financial year. In order to avoid extensions of contract periods, the last financial year will only be used to complete the work (up to end of construction and defects liability period) awarded in the first seven financial years. No construction work may go into the eighth (8th) financial year after award.

It should be noted that the Employer's budget and priority lists are subject to periodic review and change. Should it become necessary to vary the scope of work or even suspend or terminate this contract or work orders within this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

Acceptance of this tender does not guarantee that all work of a road rehabilitation or resurfacing nature will be handled in terms of this contract. The City reserves the right to procure similar services separately or as a separate contract.

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the proposed works will take place on public roads and related infrastructure operated by the City where the safety of road users, persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to road users.

The Service Provider is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

7. BRIEF

7.1 Terms of Reference

The engineering services to be provided in terms of each project awarded through the framework contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The purpose of this framework contract is to procure the professional services necessary to plan and/or implement as many road rehabilitation and resurfacing projects, including general minor road improvement projects, as possible. This must be done within the given budget over the framework contract appointment period. Projects will be awarded to Service Providers based on the location of the projects and the district that has been awarded to a Service Provider. The Employer will prioritise the order in which projects are implemented based on needs and budget availability. Different Employer's project managers from different departments within the Urban Mobility directorate may utilise this framework contract for their needs and each project will be treated as a separate appointment with its own order number against which project specific invoices for fee claims will be submitted.

The services to be provided in terms of this contract include, inter alia, the preliminary design, detail design and tender documentation, the evaluation of tenders received and the subsequent contract administration and construction monitoring of the contractors' activities on site. A works order may be for the full scope or for the partial scope, up to the end of a specified stage, of normal services. Additional services to be provided include the provision of level 2 or 3 construction monitoring, as required by the Employer for each project. It shall also include acting as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014. **In terms of the Construction Regulations 2014, Competent Agents must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) in the appropriate category.** If the service provider does not have such a competent person in their employ, they will be expected to procure such services. Occupational health and safety services may be required as a standalone service for construction projects being carried out by the Employer without an appointed Professional Service Provider.

For the purposes of this tender, a **Major Contract** is a contract for which the Service Provider will be expected to compile a complete tender document, and which will be procured through a full tendering process. A **Minor Contract** is procured through the employer's framework or term tender where a number of tenderers have already pre-qualified. The award of each minor contract is based on applicable rates in the existing construction term contract for the work envisaged, and availability of the contractor. For minor contracts, the service providers will provide quantities in an existing schedule of rates and provide a description of the works.

The broad scope of services required shall be in accordance with the relevant sections of Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

7.2. SPECIFIC REQUIREMENTS

7.2.1 Engineering Services

7.2.1.1 Planning, Studies, Investigations and Assessments

This phase consists mainly of visual assessment in terms of TRH 12 or TMH 9 as instructed, application for wayleaves and any other specialist investigations specifically requested by the Employer's project manager. Hourly time cost claims will only be considered with prior consent of the Employer's project manager and will be limited to specialist studies that are applicable to or supplement the scope of works of this tender. Analysis of test pits results, site inspections during materials investigations and all work related to traffic investigations, surveying, health and safety requirements and environmental issues have specific pay items allocated, and where items are not allocated, they are considered to be part of the Normal Services. Specific payment items, as described below, have been provided for the work expected to be carried out in this phase.

a) Time Based Fees

Time based fees tendered in Item 1.1 of the Schedule of Rates will be as described in Section 4.2 of the guideline scope of services. Time based costs will only be reimbursed for specialist studies not covered by the time related items for Normal Services. Such specialist studies or investigations must be in line with or supplement the scope of works in this contract. Visual assessments of roads and wayleave applications will be paid for separately. All other work involving investigations and designs for roads will be paid for through the time-cost items allowed for Normal Services under Item 2.1 of the Schedule of Rates.

b) Wayleave and permit applications

Before carrying out any destructive testing (e.g. test pits or trenches) and, in order to carry out an accurate design, the service provider is required to apply for wayleaves and permits from all the relevant service authorities.

Each road or road section that has been identified for treatment requires a separate application. The application must consist of a letter to the service authority stating the locality of the work, including a locality plan/map and the type of work to be undertaken. Some of the relevant service authorities operating in Cape Town are as follows:

- Roads Infrastructure Management (district specific)
- Traffic signals
- Water and sanitation
- Bulk water services
- City Electricity High Voltage
- City Electricity low voltage
- Eskom
- City Telecommunications
- Telkom/open serve
- Neotel/Liquid Telecom
- Dark Fibre Africa
- Other Fibre service providers

The onus will be on the service provider to determine which authorities have services in each road section and to apply to the correct authorities.

Wayleaves have a limited validity period and the service provider must renew or update as required.

The sum tendered in Item 1.2 of the Schedule of Rates will include full compensation for all the costs of determining the correct service authorities for each project and for compiling and submitting all the required application letters for each project. It shall also include following up with each authority for the issuing of wayleaves and permits weekly for a period of no more than six calendar weeks after the letters have been submitted and for collecting the wayleaves from the service authorities as may be required. This item will be paid for once per project unless a project includes more than one road section that specifically requires a separate application for each section, in which case each application will be paid for separately.

If after six weeks all the wayleaves have not been received, a list of the outstanding wayleaves with a record of the services provider's efforts to obtain the wayleaves will be submitted to the Employer's representative for further following up. Any further work requested by the Employer for the collection of wayleaves will be reimbursed through time based items in item 1.1.

c) Visual Assessments

i. TRH 12 Detailed Visual Assessments

A detailed visual assessment of the full length of each road or road section, in terms of TRH 12, shall be carried out. This shall not be limited to the road surface and shall include all details such as the assessment of drainage structures, bridge balustrades and expansion joints, fill slopes, kerb and channel conditions, side drain conditions, guardrail and all other road furniture conditions etc. The number and position and type of manhole covers, valve chambers and other service access point covers shall be accurately recorded.

The tendered rate per kilometre of road for item 1.3(a) of the Schedule of Rates shall include full compensation for all personnel time costs, travel costs, printing costs and other incidental costs incurred during the execution of the visual assessment. **It is a requirement of this item that the Materials and Pavement Engineer tendered as part of the Key Personnel be a full-time member of the visual assessment team** and as such the tendered rate shall include for his or her time, as well as all other personnel in the team including, flagmen and other traffic safety measures, as deemed necessary by the Service Provider to adequately and safely execute the visual assessment.

The tendered rate for this item shall also include full compensation for transferring the field data into an electronic format that makes it possible to analyse the data. Field sheets should be submitted with the design report in an appendix.

Each carriageway of a dual carriageway will be measured separately. Road sections that are less than one kilometre in length will be measured to the nearest 10 meters.

ii. TMH 9 Visual Assessments

The Employer may request that network level type visual assessments be carried out in terms of THM 9 on various roads. These assessments may or may not be related to a construction project.

The tendered rate per kilometre of road for item 1.3(b) of the Schedule of Rates shall include full compensation for all personnel time costs, travel costs, printing costs and other incidental costs incurred during the execution of the visual assessment. **For safety reasons it is a requirement that two people per vehicle carry out these assessments, one to drive and the other to carry out the assessment and record the information.** As such the tendered rate shall include for a driver and an experienced person to carry out the assessments, as well as all other personnel, as deemed necessary by the Service Provider to adequately and safely execute the visual assessment. If training or calibration of tenderers staff is required, payment for this will be done per kilometre, at the tendered rate, that the evaluator is accompanied and trained by City representatives, up to a maximum of 10 km. Any further time spent on training and calibration shall be to the tenderers costs.

Section lengths are typically from node to node, e.g. from intersection to intersection, with a maximum length of 700m per section. An evaluation sheet will need to be completed for each section that has been assessed.

Each carriageway of a dual carriageway will be measured separately. Sections that add up to less than one kilometre in length will be measured to the nearest 10 meters.

7.2.1.2 Normal Services

The service provider must include the district engineer and his or her principal professional officer or senior professional officer in all correspondence and meeting invitations for all phases of work for all projects under the normal services.

a) **Major Contract**

For the purposes of this tender a **Major Contract** is a contract, regardless of the value, for which the services provider will be expected to compile a complete tender document, and which will be procured through a full tendering process.

Major projects have been split into two categories, namely "rehabilitation and resurfacing only" and "rehabilitation and upgrade".

i. **Rehabilitation and Resurfacing only**

These projects will typically be made up of rehabilitation and/or resurfacing of the existing roadway with minor appurtenant repair works to existing infrastructure. This will include but is not limited to:

- Resurfacing and surfacing repairs e.g. mill and replace, asphalt base and surface patching, full extent mill and replace, asphalt overlays, all surfacing seals, crack sealing, fog sprays and any combination of these;
- Base and subbase rehabilitation through the recommended means, e.g. cold in-situ recycling (CIR);
- Kerb and channel repairs, including raising kerbs if required;
- Stormwater repairs and cleaning;
- Minor new stormwater installations to augment existing systems, e.g. subsoil drains, additional manholes, catch pits and connector pipes;
- Minor geometric improvements; e.g. improving the road cross section shape (detailed survey and level design), redesign of line markings if required, minor intersection improvements and widening;
- Repairs and resurfacing of existing sidewalks;
- Repair of existing bridge joints and/or bridge balustrades.

ii. **Rehabilitation and Upgrade**

These projects will typically require significant additional specialist design input such as geometric, stormwater, Non-motorised transport (NMT) and traffic design. The work will typically involve the rehabilitation and upgrade of the existing pavement, with new and improved infrastructure added to the existing infrastructure. This will include, but is not limited to:

- Rehabilitation and strengthening of existing pavement structures/layers;
- Road widening and/or lane addition(s) along the majority of the road section;
- Installation of new kerb and channel;
- Installation of new stormwater systems, including underground pipes, culverts and subsoil drains;
- Major geometric design improvements;;
- Installation of new sidewalks and non-motorised transport facilities;
- New roads and new/additional carriageways;
- Liaison with service authorities for the relocation and protection of existing services;
- Design of related services, including the relocation of all affected telecommunication and electrical cables, traffic signalling equipment (cables, loops, wireless detection technology) and water and sewer reticulation pipes up to 600mm in diameter;
- Repair of existing bridge joints and/or bridge balustrades.

b) **Minor Contract**

A **Minor Contract** (regardless of the value) is procured through the Client's Framework or Term tender where a number of tenderers have already pre-qualified. The award of each contract is made based on applicable rates in terms of the term tender for the work envisaged, and availability of the supplier. These projects will typically be similar in scope of works to the major rehabilitation and resurfacing projects, but will usually be on a smaller scale.

c) **Cost Proposal**

The service provider will be required to provide a detailed cost proposal during the inception stage as described below. The costs for the inception stage will be based on actual hours at the applicable tendered rates, which shall be backed up by approved time sheets.

The costs for the remaining stages of normal services shall be proposed on a stage by stage basis in the inception report and shall give a detailed breakdown of the personnel and estimated hours for each person at the applicable tendered rates. This cost proposal for stages 2,3 4 and 6 or any stages as applicable to the works order, shall not be exceeded without written motivation to and approval from the relevant project manager. Only the actual hours booked, as backed up by approved timesheets, shall be claimable. If the full amount of hours in the proposal are not utilised, the service provider shall not be entitled to claim the hours not utilized.

d) Stage 1 – Inception

The Service Provider shall provide those services, as necessary, as described in the relevant section of, Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employers requirements and preferences, assess user needs and options and confirm the project brief moving forward.

The project brief/scope of works will be communicated by the Employer's project manager through the Framework contract manager to the Service Provider allocated to a particular district.

This stage shall involve project start up meetings and site inspections during which the following will be defined for each construction project:

- Project Management Team (PMT) with representatives from the Employer (including head office and/or district staff) and the Service Provider's tendered Key Personnel and any other personnel as required by the Service Provider;
- Individual PMT member roles and responsibilities and lines of communication;
- Exact limits of project road sections or scope of investigations;
- Extent of investigation required, including the frequency of test pits and trenches, the number, position and duration of traffic counting stations, survey requirements and visual assessment requirements, any geometric improvement/upgrade requirements and stormwater requirements;
- Wayleave requirements;
- Sub-consultant requirements;
- Identification of interested and affected parties, both internal and external;
- Preliminary risk assessment for design and construction;
- Reporting requirements;
- Line of communication;
- Program of deliverables for the remaining stages;
- Preliminary high level estimation of the type of work required (rehabilitation/resurfacing) and high level estimate of construction costs;
- Detailed cost proposal based on hours and tendered rates for the provision of professional services on a stage by stage basis of normal services for the project/works order in question.

The PMT meeting shall be attended by a maximum of three (3) staff members, and shall include at least the Project Leader and the Pavement and Materials Engineer. One other relevant person from the service provider may attend. Any further personnel from the service provider attending the meeting will not be claimable in terms of time and cost.

All the above information, as well as any further requirement from the Employer or recommendations from the Service Provider as agreed in the meeting, shall be recorded by the service provider in the inception report for each project and in the minutes (also compiled by service provider) for each meeting held.

Once the inception report and minutes have been approved and agreed on, they will become a reference document regarding any future discussions of scope of works and terms of reference for each construction project.

Any further changes to the agreed scope of works will be recorded and added to the minutes for record purposes. Any changes in program due to changes of scope must be agreed upon and kept on record.

The deliverables for Stage 1 are:

Major and Minor Contracts:

- attendance at start-up meeting by the Project Leader and the Pavement and Materials Engineer;
- attendance at site inspections by the Project Leader and the Pavement and Materials Engineer;
- minutes of meetings held;
- **Inception report** including all the details agreed to above, locality plan, minutes for both start-up meeting and site inspection and project deliverables program.

Payment for Stage 1 of the Normal Services will not be made until all the deliverables have been completed. Costs for stage 1 will be reimbursed at the tendered hourly rates for the actual hours booked by personnel who worked on stage one and attended the meetings as backed up by approved timesheets.

e) Stage 2 – Concept and Viability (Preliminary Design)

This stage will include the detailed pavement investigation, detailed pavement assessment and compilation of a preliminary design report and drawings.

i. Investigation phase

The investigation phase will involve some or all of the following, as agreed on a project for project basis:

Applications for wayleaves

Applications for wayleaves for all test pits and other investigations along the entire length of the road should also be made at the start of this stage. Payment for this work will be made under Item 1.2.

Existing services

Once all the wayleaves have been received the service provider will draw up a plan showing the extent and positions (as provided by the service authority) of all existing services affecting the project. The service provider shall also procure the services of a specialist sub consultant to carry out an existing services investigation using non-destructive techniques such as ground penetrating radar and electronic cable detection to determine the position of the existing services on site and to determine as far as possible if the wayleaves show all the services. Where services are found to be within the roadway or within the area to be constructed, the service provider shall procure the services of a sub-contractor to determine the depth of the services through trenching and trial pits. All the existing services information shall be compiled into an existing services schedule and drawing showing the position and depths of the affected services. If unknown services are found, this information must be included in the schedule and drawings and passed on to the relevant service authority. The possible effect of any services on the design must be noted in the preliminary design report. Section 6 of the Schedule of Activities makes provision for the procurement of the service providers for services investigations (items 6.4 and 6.5) as well as any traffic accommodation (item 6.3) that may be required. Procurement of these services shall be in accordance with the City's Supply Chain Management Policy. The procurement process(es) shall be paid for using the relevant pay items in item 6 of the Schedule of Rates.

Detailed Visual Assessment

A detailed TRH12 project-level visual assessment of the full length of each road or road section shall be carried out for each project. This shall not be limited to the road surface and shall include all details such as the assessment of drainage structures, bridge joints and balustrades, fill slopes, kerb and channel conditions, side drain condition, guardrail and all other road furniture condition etc. The number and position and type of manhole covers, valve chambers and other service access point covers shall be recorded. Payment for this will be made under item 1.3(a) of the Schedule of Rates.

Survey

A detailed topographical survey of the project site in accordance with TMH 11, version 3.0, April 2017 shall be carried out where/if required - as agreed to in the start-up meeting. The Service Provider will be required to procure the services of a PLATO or SAGI registered surveyor in accordance with the City's Supply Chain Management Policy. Payment for the procurement process and management of the surveyor is allowed for in item 6.1 of the Schedule of Rates. All preliminary design work carried out on, and preliminary design drawing generated from the survey data provided shall be included in the fees tendered for this stage of the Normal Services.

Materials Investigation

A materials investigation including trial trenches and trial holes shall be carried out. The number of test pits and trenches and their positions shall be as agreed in the start-up meeting.

Trial pits and trenches shall be carried out to a minimum depth of 1.0 metres. The minimum information required for each test pit or trench shall be:

- Rut measurement using a straight edge on the surface prior to excavation;
- Layer works profiling;
- In situ densities of each layer using a calibrated nuclear gauge;
- In situ moisture contents of each layer;
- Grading, indicators, CBR and TRH 14 Classification of all different materials;
- DCP down to a minimum depth of 800mm from the top of the surfacing;
- Phenolphthalein and HCl testing for the presence of cement in layers.

In terms of reporting, the following minimum requirements must be met:

- Detailed locality map showing the position of each trial pit or trench within the road section including X and Y coordinates;
- Photograph of the surface prior to the start of excavation showing cracks that have been highlighted by tracing them with red or yellow chalk or crayon;
- Photograph of each material type in the test pit, laid out loosely on the road surface;

- Photograph of the completed test pit showing layers clearly demarcated with string and a survey level staff or similar showing the depth of the hole and the thickness of each layer;
- All materials test results for each test pit/trench;
- Single table of all test pit results in Excel format;
- Electronic copy of the materials investigation to be submitted to the Employer.

The Service Provider will obtain rates for the tests specified in Section 5 of the Schedule of Rates from a SANAS accredited laboratory at tender stage. Any profit, management fees and mark-up applied by the Services Provider must be included in the tendered rates. **The rates tendered in the Schedule of Rates will be used for investigation purposes only.** Testing during the construction stage of a project shall be procured through an open tender process and the testing will be paid through the construction project.

All other work, analysis and site inspections carried out in connection with the materials investigation shall be included in the fees tendered for Stage 2 Normal Services.

Traffic investigation

A traffic investigation involving electronic traffic counts will be carried out. The duration, positions and number of the counting stations will be as agreed in the start-up meeting.

The minimum information required from the traffic counts is:

- Total traffic count for duration of count;
- Directional traffic count splits;
- Fast and slow lane traffic count splits where applicable;
- Light and heavy vehicle split.

Traffic counts must not take place during December, any school holidays or over a period which includes any public holidays.

The Service Provider will be required to procure the services of a specialist to carry out the traffic counts in accordance with the City's Supply Chain Management Policy. Payment for the procurement process and management of the service provider is allowed for in item 6.2. All other work, analysis and site inspections carried out in connection with the traffic investigation shall be included in the fees tendered for Stage 2 Normal Services.

ii. Detailed Pavement Evaluation and Preliminary Design

The detailed pavement evaluation will generally be carried out in terms of TRH 12 1997 and will include inter alia:

For Major Contracts:

- Traffic loading estimates: future traffic loading estimates in terms of E80's based on current count data and agreed future growth rates;
- Strip mapping of investigation data using Excel, Rubicon Data Viewer or other applicable software;
- Perspective and close up photographs of distressed areas and different types of distresses;
- Identification of uniform sections;
- Identification of representative pavement structures for each uniform section;
- Estimated initial structural capacity and remaining life of uniform sections based on representative uniform section pavement structures and historical and future traffic growth estimates;
- Causes and mechanisms of distress;
- Identification of suitable pavement remedial actions for each uniform section with associated design life and square metre cost for each remedial action;
- 25-year life cycle cost analysis (Present Worth of Cost analysis as per TRH12) of all rehabilitation and/or resurfacing options;
- Effects of existing services on designs;
- Recommended remedial actions for each uniform section, and the estimated associated cost per square metre, inclusive of P&G's, traffic accommodation, appurtenant works and contingencies, for each recommended remedial action;
- Maintenance plan for the recommended pavement remedial action.

For Minor Contracts:

- Traffic loading estimates: future traffic loading estimates in terms of E80's based on current count data and agreed future growth rates;
- Identification of representative pavement structures;
- Causes and mechanisms of distress;
- Effects of existing services on designs;

- Identification of suitable pavement remedial actions for each uniform section with associated design life and square metre cost for each remedial action;
- Recommended remedial actions (e.g. routine maintenance, resurfacing or rehabilitation) and cost estimate based on Employers term tender spreadsheets.

Geometric, Stormwater, NMT, New Road or Carriageway preliminary design

Where required for rehabilitation and upgrade projects, the preliminary design stage will include investigations and recommendations for geometric and stormwater upgrades and improvements. This will include but will not be limited to:

- Concept plans for all geometric improvements such as road widening, lane addition(s), intersection capacity increases, cross-section and long-section improvements;
- Traffic estimates for new road sections or new carriageways;
- 20-year life pavement designs based on traffic estimates;
- Concept plans for side walk and NMT facilities;
- Concept plans for stormwater upgrades;
- Typical improved proposed cross-sections.

Measurement of quantities

When determining areas, all lengths and widths shall be physically measured on site and rounded up to the nearest 0.1m. The measurement will be done as follows:

- On roads defined in terms of City Blocks, the width shall be measured at least three times per block;
- On roads not defined by City blocks, the width shall be measured at least every 200m;
- Intersections, ramps and other non-linear infrastructure shall be broken up into logical, easily measurable segments, and the area shall be determined by the sum of the areas of the segments.

The area measurements and calculations shall be included as an appendix in the preliminary investigation and design report.

The use of aerial photography and as-built drawings as the sole means of measurement of area will not be allowed

Detailed Evaluation and Preliminary Design Report

All the information obtained during the investigation and the detailed pavement evaluation, existing services analysis, preliminary designs, concept designs, cost estimates must be compiled into a draft report for submission to the Employer for discussion at a design discussion meeting where the Service Provider will present their findings and designs to the Employer.

The report shall also include:

- recommended construction techniques,
- proposed traffic accommodation plans and work hours
- environmental issues
- health and safety issues
- all ancillary works recommendations such as kerb repairs, bridge joint rehabilitation, guardrails, hand rails, slope stability etc.
- Risk assessment for construction stage
- Further identification of interested and affected parties and draft communication strategy for internal and external parties.

If the Employer's project manager decides on a different pavement design or any alternative designs to those recommended in the report, this must be included in the report together with an estimated cost and design life of the Employer's proposed design. The Employer does not expect the Service provider to change their recommendation to the Employer's preferred design. This along with any other changes that arise from the design discussion meeting will be made to the draft document and the final document will be submitted to the Employer.

Preliminary design drawings

In order to supplement the detailed evaluation and preliminary design report, the service provider shall also submit preliminary design drawings to the details required to clarify the information contained in the reports. Chapter nineteen (19) of the Urban Mobility Directorate's "Standards and Guidelines for Roads & Stormwater" document shall be consulted for the relevant drawing standards in this regard. A copy is available for download at <https://www.tct.gov.za/en/resources/policies-and-standards/policies-and-standards/>.

iii. **Deliverables for Stage 2**

Major and Minor Contracts

- Draft Detailed Evaluation and Preliminary Design Report containing all investigation data as specified for every major and minor contract, including all relevant recommendations and concept plans;
- Attendance at design discussion meetings of project leader and pavement and materials engineer;
- Presentation of the design report and recommendations;
- Minutes of design discussion meetings;
- Final Detailed Evaluation and Preliminary Design Report;
- Preliminary design drawings;
- Attendance at stage gate review meetings of project leader as and when required.

Payment for Stage 2 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payments will be made monthly provided evidence of work completed to date of invoice can be produced.

f) **Stage 3 - Design Development (Detail Design)**

The design component of each project under this appointment will include the review and finalisation of the preliminary material and pavement design, geometric design where required, design of storm water and utility services alterations if required, and design of construction traffic accommodation.

The Service Provider shall be responsible for all utility service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant utility service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously. **All wayleave conditions must be incorporated into the detail design. Any existing services will require thorough investigation to ensure that there is no conflict with proposed work and the designs should take into account any special construction methods or protection required to accommodate the services during construction.** Services may require rehabilitation or replacement in conjunction with the road rehabilitation. The Service Provider will be responsible to investigate, plan and manage this work in conjunction with the relevant authorities. If the authority executes the design and construction of such work, the cost thereof will not be added to the contract amount on which the basic fee is based.

Details of proposed pavement and materials designs, as well as changes in road geometry, stormwater, services and other infrastructure where required, must be submitted to the Employer for approval. Where agreed with the employer, longitudinal and cross section profiles must be analysed and improvements implemented where necessary. Detail designs must include geometric and setting out details, long sections and cross sections where required and agreed with the Employer. This is considered to be covered in the tendered rate for this stage. Typical cross sections showing pavement structure, proposed contours at intersections and tie-ins, proposed and existing services, signage, lane marking and traffic accommodation must also be included. All existing lane marking must be critically analysed during this stage and where possible or necessary, improved road marking layouts must be designed. Chapter nineteen (19) of the Urban Mobility Directorate's "Standards and Guidelines for Roads & Stormwater" document shall be consulted for the relevant drawing standards in this regard. A copy is available for download at <https://www.tct.gov.za/en/resources/policies-and-standards/policies-and-standards/>.

Where patching, slurry seals, crack sealing or other piecemeal work is required on any project, the extents of the patching etc. will be identified, marked out on the road with spray paint and accurately measured during this stage of the Normal Services. **Preliminary marking will be done in white paint.** Patching etc. will then be rationalised and **final markings will be done in yellow paint.** A strip diagram of the final rationalised patching etc. will be included in the detail drawings required for this stage and shall also be included in the tender document. **Quantities that are based on estimates as percentage of the road area will not be accepted in the tender document.** Failure to comply with this clause will be considered as non-performance by the service provider which could be to the detriment of future appointments.

Coordinates must be in the WGS84 system and clearly noted at the top of coordinate lists. The letter "WGS84" must also prominently be displayed in bold 10mm letters in the top right hand corner of the drawings if a coordinated grid forms part of such drawing.

Traffic accommodation plans, where appropriate and public notices pertaining to traffic accommodation, must be submitted to the Employer for approval at least 1 week prior to the relevant event.

For each project, a draft specification and bill of quantities shall be prepared using either COLTO or the new COTO format for major contracts or as per the requirements of the active term tenders for minor contracts. **Each bill of quantities shall be supplemented with spreadsheet or quantity file that shows the detailed quantity calculations for each item in the bill of quantities.** The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 3rd Edition

2015, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the draft contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft tender drawing and a draft tender specification and bill of quantities shall be submitted to the Employer's project manager for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender document shall be submitted to the Employer for checking at least two weeks prior to the Bid Specification Meeting.

The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

i. Deliverables for Stage 3

Major Contracts

- Draft tender specifications, schedule of quantities and draft tender drawings
- File or spreadsheet with all detailed quantity calculations for all items in schedule of quantities
- Final cost estimate
- Detail tender and construction drawings

Minor Contracts

- Draft Schedule of quantities on the Term Tender Spreadsheets
- File or spreadsheet with all detailed quantity calculations for all items in schedule of quantities
- Final Cost estimate
- Detailed construction drawings

Payment for Stage 3 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

g) Stage 4 – Documentation and Procurement

The Service Provider shall provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The Service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

For major contracts, the construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts, which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition 2015. The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

For minor contracts, the construction contract document and schedule of quantities shall be prepared in accordance with the active term tenders. This includes a minimum of:

- inserting quantities on an already prepared schedule of rates containing the accepted rates of various contractors,
- preparing a Summary and Contract Price calculation page for various contractors,
- preparing Forms of Offer for various contractors
- Preparing the Volume 7 Works Project Documents containing the individual information for each contractor as well as the project description and contract data for the project.

All of the above for minor contracts, except the inserting of quantities and the preparation of the works description and site information for Volume 7, has been automated to a certain extent and the spreadsheets and pro-forma documents will be provided to the Service Provider.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by service authority wayleaves are incorporated into the specification of all projects and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements, limitations and restrictions.

Specifications shall include, inter alia, a site specific Health and Safety Specification, and a Construction Environmental Management Plan. Pro forma specifications exist for both Major and Minor Contracts and these will have to be modified to suit each project.

The Service Provider should note that it is the Employer's preference that all payment items for major contracts be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities adjacent to the sites is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard and will need to carry out an evaluation for realistic labour and SMME targets to include in all tender documents.

Major Contracts Tender Procedures

For Major Contracts, the Service Provider, represented by the Project Leader and the Pavement and Materials Engineer, shall attend a Supply Chain Management Bid Specification Committee (SCMBSC) meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny and comment at least one week prior to the Bid Specification Committee meeting taking place.

The typical procedure after submission of first draft document until the tender is able to be advertised is as follows:

- Meeting with Employer's project manager to review the draft technical specifications and Bill of quantities
- SCMBSC meeting to review draft document
- Service Provider to make changes to draft as per SCMBSC meeting
- The final Draft with amendments as per SCMBSC will be forwarded to the Employer for approval by the Director to go to tender
- Only once Director approval has been obtained, will a tender number, advert dates, tender closing dates and tender box number be issued by Supply Chain Management
- Service Provider to finalise document by incorporating tender number, advert dates, closing dates and tender box number and send to Employer electronically for final review
- Final approved documents, typically 20 to 30 documents, to be printed and submitted to the Civic Centre's 2nd floor, the day before the tender is advertised.

The length of this process varies but, director approval is required by no later than 12pm on the Wednesday, ten (10) days prior to the advert date, which will be a Friday. The process typically therefore takes two to three weeks between SCMBSC and tender advertisement. **It is therefore imperative that the Service Provider take no more than two working days to make the changes specified at SCMBSC and submit the document for tender approval.**

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting which will present all the important tender and contractual requirements, scope of works and any important amended specifications and respond to all queries received during this period. Any Notices or amendments that are required during the tender period shall be drawn up by the Service Provider and submitted to the Employer's project manager electronically so that the Notice/amendment can be sent out by SCM. **No notices shall be sent out directly by the Service Provider.**

The procedure once the tender has closed is as follows:

- Tender documents go to SCM for compliance checking (this can take one to two weeks)
- The Service Provider will be notified to collect the documents
- The Service Provider will evaluate all valid tenders in accordance with the tender conditions and shall prepare a **curtailed evaluation report** as described further below.
- Should any correspondence be required for clarification, the Service Provider shall prepare the draft correspondence and submit it to the Employer's project manager. All correspondence to tenderers during the tender evaluation phase must be agreed on in a Bid Evaluation Committee meeting and must be sent out by SCM. **No correspondence or request for information or clarification shall be sent to any tenderer directly by the Service Provider.**
- The Service Provider, represented by at least one of either the Project Leader, Pavement and Materials Engineer or the Contract Engineer shall form part of the Supply Chain Management Bid Evaluation Committee (SCMBEC) and shall attend the SCMBEC meetings.
- It is often required that more than one SCMBEC meeting be held.

- The SCMBEC will finalise a Report to the Bid Adjudication Committee (BAC) for final award. The Service Provider is not required to attend the BAC meeting
- The 21-day appeal period will commence from the date of the letter issued to the successful tenderer after the BAC resolution has been published.
- If there are no appeals the contract will be awarded after the 21-day appeal period.

The curtailed tender evaluation report should not include any determinations of responsibility or recommendations for award. It should only carry out an analysis of the completeness of all tenders, analysis of rates for sensitivity and imbalancing, check for arithmetical errors and provide guidance of possible clarification that may be required. Where key staff is specified in the construction tender document, the Service provider shall compile a spreadsheet of the key staff and summary of the projects or other requirements for key staff for every tender submitted.

The time between tender advert and the final award after the 21-day appeal period is typically three to five months if there are no appeals.

An appeal can further delay the award by a number of months, or result in the tender being withdrawn. It is therefore critically important that the Service Provider ensures that the contract documents are meticulously reviewed, accurate, unambiguous and that any special requirements in the document are feasible and attainable. **If a tender is withdrawn and needs to be re-advertised due to an error that is attributable to the Service Provider, the Service Provider will carry out Stage 4 of the Normal Services for the retender at no charge to the Employer and any outstanding fees for this stage will only be paid on the successful completion of the retender. If a tender is withdrawn and not re-advertised due to an error that is attributable to the Service Provider, the Fees for Stage 4, including the printing of the documents will not be paid to the Services Provider as the Employer has received no benefit from these services.**

The Service Providers fee for Stage four of Normal Services for Major Contracts shall be sufficient to cover the costs of attending one document review meeting with the Employer's project manager, One SCMBSC meeting and up to three SCMBEC meetings. Any further SCMBEC meetings required will be covered under Item 1: Time Based Costs.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Minor Contracts Tender Procedures

Once the draft Volume 7 documents, bills of quantities and summary sheets have been prepared as described above the following procedures shall be followed:

- Draft documents shall be sent to the Employer to provide a Project number
- The Service Provider shall update the documents to include the tender number
- The Service Provider shall send the documents to each of the contractors on the panel and shall be invited to a compulsory Tender Clarification Meeting, which shall be held as close to five working days after the invitation as practically possible. Note that each contractor shall only be sent their own specific document individually, do not send a mass email with all documents to all the contractors
- The Service Provider shall preside over the Tender Clarification Meeting and circulate an attendance register
- The tenders will be submitted to the Service Provider at their office. The closing date shall be five working days after the tender clarification meeting
- The Service Provider shall evaluate in accordance with the tender rules and forward the successful tenderers documents to the Employer
- The employer will issue a Purchase Order
- Compiling the Volume 7 Works Project Document and signing of the document
- Works can only commence once the Purchase Order has been issued.

The entire process from invitation to the clarification meeting to the issuing of the Purchase Order typically should take four to six weeks.

The deliverables for Stage 4 are:

Major contracts:

- Draft tender document
- Attendance at review meeting with Employer's project manager
- Attendance at SCMBSC meeting
- Final Tender Document and printed documents, CD with drawings and electronic bill of quantities if required

- Attending, presenting at and presiding over the Tender Clarification Meeting
- Tender clarification meeting minutes and draft Notice to Tenderers
- Tender evaluation report
- Attending SCMBEC meetings
- Populating the draft report to BAC
- Final signed contract document

Minor Contracts:

- Draft tender document – Volume 7 and bills of quantities
- Final Tender Documents
- Attending and presiding over the Works Project Meeting and attendance register
- Tender evaluation
- Final signed contract document – Volume 7 including printed bill of quantities

Full payment for Stage 4 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. The project Leader and one other relevant staff member will be allowed to attend Bid committee meetings in terms of time and cost booking. Time for attending meetings of any additional staff from the service provider shall not be claimable. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

h) Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works as and when necessary.

The service to be provided shall include, where necessary the detailed checking of drawings prepared by the contractor.

The Service Provider shall fulfil the role of the Employer's Agent as described in SAICE GCC 2015 for all construction contracts and shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted. Monitoring of program and progress, budget and expenditure is of paramount importance, especially on Minor Contracts where there is an upper limit to the contract value which cannot under any circumstances be exceeded.

Deliverables for stage 5 are not fixed but will include amongst other things:

Major Contracts

- Minutes of site hand over meetings and monthly site meetings and technical meetings
- Submitting approved monthly payment certificates and labour reports on time
- Submitting updated cash flows
- Compiling Variation Orders in terms of the applicable GCC where required
- Adjudication of claims in terms of the applicable GCC where required
- Practical Completion Certificates
- Compilation of snag lists
- Completion Certificates
- Final payment certificate

Minor Contracts

- Submitting approved monthly payment certificates and labour reports on time
- Compiling Variation Orders in terms of the applicable GCC where required
- Adjudication of claims in terms of the applicable GCC where required
- Practical Completion Certificates
- Compilation of snag lists
- Completion Certificates

The tendered rate for Stage 5 shall be per month or pro rated for parts of a month. Pro rata daily costs shall be calculated by multiplying the monthly cost by 12 (months in a year) and then dividing by 365 (days per year). The pro rata monthly days shall be measured as calendar days. Measurement for the time will start on the commencement date of the contract and will be paid until the date stipulated on the Certificate of Completion. The tendered rate shall cover all of the Service provider's time, overheads, printing, and other incidental costs incurred by the Employer's Agent and any support or administrative staff in carrying out the duties required in stage 5 of a project.

i) Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services, including monitoring over the defects liability period and issuing of final snag lists and approval certificates.

As-built plans and drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf, and also in PDF format) as well as one complete set of paper prints.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

The deliverables for Stage 6 are:

For all projects:

- As-built plans in pdf as well as electronic AutoCad.dwg or AutoCad.dxf must be provided. No drawings to be external referenced (X-Ref). All drawings to be bounded to the master drawing. Relevant requirements in this regard are contained in Chapter 19 of the Urban Mobility Directorate's "Standards and Guidelines for Roads & Stormwater" document.
- Project close-out report in accordance with the CCT pro-forma template.
- Inspection at end of Defects Liability Period and snag list
- Confirmation of completion of snags
- Final Approval Certificate and final payment certificate for the release of retention.
- Risk register close out
- OHS close out report
- CD containing pdf copies of all the service provider's deliverables for each project as well as all the contractual documentation generated during the construction contract, including all construction drawings, approved programs, signed site meeting minutes, technical meeting minutes, variation orders, claims, claims rulings, OHS and environmental audit reports, payment certificates, and the various completion certificates.

Payment for Stage 6 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly provided evidence of work completed to date of invoice can be produced.

j) General Contract Deliverable:

A final deliverable on this contract is a contract close out report encompassing the entire appointment. This report must be delivered to the framework contract manager before the contract expires at the end of the seventh financial year. This report must include the following:

- 1) General information for this appointment:
 - a. Appointment date
 - b. Contract expiry date
 - c. Total number of purchase orders
 - d. Total fees claimed on the framework appointment
- 2) General information for each Purchase Order/project:
 - a. Project manager
 - b. Purchase order number
 - c. Appointment information (Letter of appointment as an annexure) including the stages of normal services for which the appointment was made
 - d. Project deliverables completed
 - e. If construction was carried out, construction contract details including:
 - i. Contract number
 - ii. Contractor
 - iii. Brief Contract Scope of works
 - iv. Award value
 - v. Final construction value
 - vi. Date of issue of completion certificates
 - vii. End of DLP period
- 3) General lessons learnt on this framework contract for improvements on future framework contracts.

7.2.1.3 Additional Services

a) Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract including, but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, and auditing the compliance by the construction contractor (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

b) Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, and programming of design and financial control of all works included in the services. The service provider shall be responsible for the performance of their sub consultants and sub-contractors and any default by a sub-contractor or sub consultant shall be treated by the Employer as default by the Service Provider.

c) Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of experienced individuals (the Engineer's Representatives/Employer's Agent's Representative) on site. The appropriate level of construction monitoring (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider, as agreed with the Employer for each contract or group of contracts. Level 3 full time construction monitoring staff shall adhere to the contractor's working hours including overtime, weekends and night work and shall be on site until the day's work is completed. In cases where the road is opened daily, the senior Employer's Agent's Representative (EAR) shall be on site until the road is opened and traffic is flowing freely and safely. If for whatever reason the EAR is not able to be on site for more than one day, the Employer must be notified immediately and the EAR must be substituted with someone of the same calibre until his or her return. If the EAR is absent for a day for unforeseen circumstances the Employer must be notified and there must be at least one person on site for the day to monitor the works and report to the Employer's Agent.

Some work may have to take place outside normal working hours including at night and during weekends and on public holidays, in order to maintain traffic flow.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal which complies with the additional key personnel requirement for such construction monitoring to the Employer for approval.

The rates tendered for construction monitoring staff in Section 3.1 of the Schedule of Rates shall cover the full cost to company, site allowances, over time, overhead costs, additional mark-up and profit of the specified person. In tendering a rate, cognisance should be taken of the required amount of experience for each position. The tendered rates, will be applicable to all Service Providers' construction monitoring staff.

The proposal shall name the individual(s), provide details of their experience, the anticipated duration of their involvement and the tendered monthly cost in respect thereof. Daily costs for project durations that include a portion of a month will be calculated on 25 working days per month. Construction monitoring staff will be paid over the year end break, if applicable.

Site staff will be paid for monthly or pro rata monthly for the duration of the contract; viz. from the commencement date of the contract, or if site staff is not available from the construction contract commencement date, from the date the site staff start working on the project full time, if it is after the commencement date, until the date of the issuing of the Practical Completion Certificate. Once the Practical Completion Certificate has been issued, the site staff will be reduced to only the senior member of the site staff team (if the team consisted of more than one member) until the Certificate of Completion has been issued. Should there be delays in the award of the contract that are not attributable to the Service Provider, and the service provider can show that the site staff were specifically hired on contract for the project in question and that the relevant staff cannot be utilised elsewhere, the site staff shall be paid for at 75% of tendered rates from the end of the 21-day appeal period until the contract is awarded, officially withdrawn or until the delay is otherwise resolved. No payment for site staff shall be made for delays that are attributable to the Service Provider

As far as the individual(s) proposed are concerned, they shall conform to the requirements outlined in Clause 13: Key Personnel for Site Monitoring Staff.

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

Site staff monitoring Minor Contract works are expected to carry out daily cost reconciliations to keep accurate records of expenditure to ensure that there is no over expenditure on Minor Contracts.

d) Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender. **The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations 2014.**

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The service provider's attention is also drawn to the fact that **in terms of the Construction Regulations 2014, Competent Agents must be registered with South African Council for project and Construction Management Professions (SACPCMP) in the appropriate category.**

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants and sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

Specific rates for the work to be carried out in this regard have been allowed in the schedule of rates. The service provider must provide rates for each of these items. If the work is being subcontracted, the rates must include all mark-up, administration fees and profit.

Any additional services required by Health and safety agents shall be agreed upon beforehand and reimbursement will be made on a time and cost basis at the rates tendered under Section 1 of the Schedule of rates.

i. Deliverables

The **specific deliverables** required for each project in order to claim for the work done are as follows:

- **Application for Construction Work Permit** from the Department of Labour for projects exceeding R60 million (or as adjusted) as required - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(a) of the Schedule of Rates
- **Baseline risk assessment** – full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(b) of the Schedule of Rates
- **Site specific health and safety specification** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(c) of the Schedule of Rates
- **Approval of health and safety file** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(d) of the Schedule of Rates
- **Site health and safety audit reports, including scores** - full compensation for all work carried out and expenses incurred in this regard, including attending monthly site meetings will be covered by Item 3.2(e) of the Schedule of Rates. The tendered rate should cover the costs per audit and must include for attending monthly site meetings.
- **Site close out report** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(f) of the Schedule of Rates

All travel expenses to the Site for audits and site meetings will be paid for separately under item 4.5 in the Schedule of Rates

e) Environmental Officer

The Service Provider shall provide the following environmental services when required to do so.

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender and contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.

- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities and incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

Allowance for work of this nature has been made for by including hourly rates for a Registered Environmental Assessment Practitioner (EAP) and a Registered Candidate EAP as well as environmental work support staff. The EAP's must be registered in their respective positions with the Environmental Assessment Practitioners Association of South Africa.

The frequency of site visits and inspections shall be as and when necessary, but not less than at monthly intervals.

All travel expenses to the site for audits and site meetings will be paid for separately under item 4.5 in the Schedule of Rates.

A detailed cost proposal outlining the required deliverables and the proposed time and cost of the EAP's for environmental works must be submitted for each works order where such work is required. The cost proposal shall be agreed upon and shall not be exceeded without written motivation to, and approval from the relevant project manager. Only the actual hours booked, as backed up by approved timesheets, shall be claimable. If the full amount of hours in the proposal are not utilised the service provider shall not be entitled to claim those hours not utilized.

7.2.2 Laboratory Services

All materials testing during the design and investigation stages of the normal services will be carried out by a SANAS accredited laboratory. The service provider is to obtain rates for the items provided in Section 5 of the Schedule of Rates in this regard. These rates will be applicable, with contract price adjustment as per the contract data, for the duration of the appointment. The Service provider will be responsible for managing the laboratory during the investigation process to ensure that timelines are met.

For quality and acceptance control testing purposes for a construction project, the service provider will have to procure the services of a laboratory through an open tender process for each construction project. Payment item 1.4 will cover all the costs associated with procuring laboratory services for construction projects in terms of the City's Supply Chain policy and will be paid per number of tenders advertised. The tendered rate shall include full compensation for compiling the tender documents as and when required, placing the tender adverts in two Cape Newspapers (one English, one Afrikaans), evaluating the tenders and providing the Employer with an evaluation report and recommendation for award.

7.2.3 Architectural Services

Not required.

7.2.4 Landscape Architectural Services

Not required.

7.2.5 Recoverable expenses (disbursements)

7.2.5.1 Printing

The rates tendered for printing and binding shall cover all costs associated with printing as described in the items. Printing shall only be paid for deliverable reports, tender documents, books of drawings and any other printing specifically requested by the Employer.

7.2.5.2 Cost of accommodating and supervising City employees with consultant to gain design and on-site experience

The Employer may from time to time request a Service Provider to accommodate and supervise city employed staff and trainees in their offices or on site to gain experience towards professional registration. The cost tendered for this item should cover any administrative, overhead and time costs associated with

providing space and equipment in the office or on site as it required and for supervising and monitoring the time and attendance and work done by the employee. The costs will be measured monthly, pro rata for the time the employee spends with the service provider, as agreed. The Employer will still bear the cost of salaries and other applicable related expenses such as travel and over time.

7.2.5.3 Travel expenses

Full time construction monitoring staff, shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff, including OHS agents and ECO's shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.

The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time and shall be claimed, on provision of evidence under item 4.5 of the Schedule of Rates

7.3 **Milestones, Time Frames for deliverables and penalties for late deliverables**

7.3.1 **Milestones**

The end of every financial year during the framework appointment period is considered a milestone and cognisance must be taken of Employer's project manager's expenditure requirements for each project in each financial year.

Appointment and management of sub consultants and sub-contractors

All appointments of the necessary sub-consultants, sub-contractors and other service providers through quotations or open tender that are required for a particular works project shall be completed within the timeframes specified and agreed to in the Inception report. The onus is on the Service Provider to ensure that the sub-service providers are appointed and managed in such a manner that they can carry out the work required of them in a timeous manner. The Service Provider will be required to set up their own tender documents and quotations, advertise the tenders and invite quotations and appoint the preferred sub-consultants within the agreed time period(s). The employer does not have any standardised documentation in this regard. The Service Provider will be held responsible for any delays in submission of deliverables caused by sub-consultants or the late or slow appointment of sub-consultants.

7.3.2 **Time frames for deliverables**

Time frames for deliverables will be split into two categories: "Normal" Projects and "Fast tracked" projects.

It is the service provider's responsibility to manage the work, ensure deliverables are submitted on time and to set up the design discussion meetings.

7.3.2.1 *Normal Project time frames*

The following time frames shall be adhered to with regards to deliverables for "Normal" projects:

- | | |
|---|--|
| • All minutes of meetings: | 1 calendar week after the meeting |
| • Make applications for wayleaves: | 1 calendar week after PMT start-up meeting |
| • Draft Inception report: | 1 calendar week after PMT start-up meeting |
| • Inception report discussion and finalisation: | 2 calendar weeks after draft inception report submission |
| • Appointment of required sub-contractor(s): | as per final inception report |
| • Receiving of wayleaves: | 6 calendar weeks after application |
| • Draft design report for discussion | |
| ◦ Major Projects – rehab and resurfacing: | as per final inception report |
| ◦ Major projects – rehab and upgrade: | as per final inception report |
| ◦ Minor Projects: | as per final inception report |
| • Tender documents: | |
| ◦ Major Projects (Draft): | 3 calendar weeks after design discussion |
| ◦ Minor Projects (Final): | 2 calendar weeks after design discussion |

- Revised Tender document post SCMBSC: 2 calendar days after SCMBSC meeting
- Tender evaluation report (Major only): 2 calendar weeks after notification to collect documents
- Close out report and as-built drawings: 6 calendar weeks after project completion
- Final Approval Certificate: 1 calendar week after end of defects liability period

All programs included in the inception report shall be drawn up using the time frames given above. Any delays, such as delays caused by late receipt of wayleaves need to be communicated with the Employer's project manager and extension of timeframes for deliverables needs to be properly motivated and agreed upon. Project deliverable programs need to be updated not less than every six weeks.

7.3.1.2 Fast Tracked Project time frames

The Employer reserves the right to instruct the service provider to fast track the implementation of a project. In such cases, the Employer will make this intention known at the PMT start-up meeting, or as soon thereafter as possible. Time frames for deliverables for fast tracked projects will be agreed upon on a case by case basis. Once deliverable dates are agreed upon, such dates will be binding.

7.3.2 Penalties

Failure to adhere to the time frames specified in clause 7.3.1 above without valid agreed upon reasons will result in the implementation of penalties of R 5000.00 per calendar day (see Clause 3.12.1 of the Contract Data) until the required deliverable is submitted. Deliverables that are more than two calendar weeks late will result in the issuing of a Notice of Dissatisfactory Service. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1(l) of the Contract Data. Penalties will be deducted from payment certificates.

Note that although the logical sequence of deliverable submissions may not be followed during fast tracked projects, all deliverables are still required for such projects. Failure to supply the required deliverables will result in fees for those deliverables not be paid and penalties being applied

7.4 Places for the Performance of Specific Tasks

The projects to be managed in terms of this appointment will be in the relevant Urban Mobility Districts of the City of Cape Town, where surveys, investigations and construction monitoring service will take place. The majority of the work involved in the detail design and preparation of tender documentation and reports should be undertaken at the Service Provider's local office.

7.5 Reporting Requirements

Progress meetings with service providers will be held every 6 weeks. These will be set up in advance on award of this tender and the progress on all projects and deliverables will be reported on. The Project leader and one other representative from the service provider will be reimbursed at tendered rates for attending these meetings. The time for any additional staff attending these meeting will not be reimbursed.

Once construction is underway, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and each construction contract together with the anticipated spend to the end of the financial year in question.

8 REFERENCE DATA

The Employer will provide to the Service Provider, at no cost, if available, as-built information for roads to be rehabilitated or resurfaced.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

The following construction contract documents shall be used for this project:

- The General Conditions of Contract for Construction Works (Third Edition, 2015) published by SAICE or any subsequent updates or revisions as may be published and adopted during the contract period.

- The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 or any subsequent updates or revisions to COLTO as may be published and adopted during the contract period.
- The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020.
- CIDB Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019.
- CIDB standardised procurement documentation.

10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- (a) All approvals in terms of Clause 5.5 of the Contract Data
- (b) Approval of the implementation programme from the Employer,
- (c) Approval of the conceptual and preliminary designs from the Employer,
- (d) Approval of the project from Heritage Western Cape (*if required*),
- (e) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (f) Obtaining a Water Use Licence from the Department of Water and Sanitation (*if required*)
- (g) Approval of the detail designs, drawings and contract documents from the Employer,
- (h) Wayleave approval from all service authorities,
- (i) Approval of the accommodation of traffic plans from the Employer and Traffic Department,
- (j) Approval of the construction monitoring proposal from the Employer,
- (k) In respect of time based services, approval of the allocation of staff from the Employer.
- (l) Approval for the employment of specialist sub-consultants from the Employer.
- (m) Approval of extensions of time granted to contractors from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

11. PROCUREMENT

11.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** (Returnable Schedule no. 23) where preferences are granted in respect of B-BBEE contribution.

Financial penalties and/or sanctions, as described in the **Preference Schedule** and the **Preferential Procurement Regulations of 2017**, shall be applied in the event that the Service Provider is found to have breached any of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor) or the **Preferential Procurement Regulations of 2017**.

11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

The **Preferential Procurement Regulations of 2017** stipulate that a Service Provider awarded a contract by an organ of state may not subcontract more than twenty-five percent (25%) of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider concerned, unless the contract is sub-contracted to an exempted micro enterprise (EME) that has the capability and ability to execute the subcontract.

In order to comply with the requirements of the **Preferential Procurement Regulations of 2017** and **Preference Schedule**, the Service Provider shall submit to the Employer, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 1 attached.

The Service Provider shall submit to the Employer documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor/sub-consultant employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor/sub-consultant shall be deemed to be a non-compliant contributor.

The Service Provider shall furthermore, on the written request of the Employer, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors/sub-consultants employed by the Service Provider.

11.3 Forms for contract administration

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2 Annexes as amended from time to time):

- a) B-BBEE Sub-contract Expenditure Report (Annex 1)
- b) Joint Venture Expenditure Report (Annex 2)

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the Service Provider's compliance with the sub-contracting conditions of the **Preferential Procurement Regulations of 2017** and **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

Annex 1 and 2 shall also be used to determine whether any penalties/sanctions must be applied for non-compliance with the requirements of the **Preferential Procurement Regulations of 2017** and/or **Preference Schedule**.

12 FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

13 PERSONNEL

13.1 Key personnel

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require, as stipulated in Clause C.2.1.4.2 of the Tender Data in this document.

The service provider must supply key staff throughout the duration of the contract:

a) Project Leader:

Project Leader must meet the requirement stipulated in Clause C.2.1.4.2 of the Tender Data. The Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer
- review, approve and sign all reports and drawings being submitted
- attend all start-up meetings, site inspections and design discussion meetings
- attend all Supply Chain meetings as described in 7.2.1.2(g) (Stage 4)
- attend all site clarification meetings

b)

b) Contract Engineer:

The Contract Engineer must meet the requirement stipulated in Clause C.2.1.4.2 of the Tender Data. The Contract Engineer will perform all the duties of the Employer's Agent as described in SAICE GCC 2015 or any subsequent updates or revisions as may be published and adopted during the contract period.

c) Pavement and Materials Engineer:

The Pavement and Materials Engineer must meet the requirement stipulated in Clause C.2.1.4.2 of the Tender Data. The Pavement and Materials Engineer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

- Attend all start-up meetings, site inspections and design discussion meetings
- Carry out all detailed TRH 12 visual assessments
- Inspect trial pits and trial trenches on site during investigations

- Attend Supply chain meetings as described in 7.2.1.2(g) (Stage 4)
- Attend Site Clarification Meetings
- Advise on technical issues during construction contracts.

The personnel submitted at tender stage will be expected to be the staff that the Employer's representatives deal with on a daily basis. One month's written notice must be given to the employer should the service provider be required to make any changes to the key personnel due to unforeseen circumstances such as resignations. The service provider shall have two months from the time that any Key Personnel is removed from the project (for whatever reason) in which to replace such Key Personnel. This shall be done via a written request with proposals for suitably qualified personnel to replace the tendered key staff. If the Key Personnel are not adequately replaced within two months, the Employer reserves the right to suspend all works on the contract, withhold any new work, or allocate new work falling inside the service provider's awarded area to another service provider until such time as all the Key Personnel criteria are met.

13.2 Construction monitoring staff

In addition to the Key Staff requirements described above, the following minimum requirements shall be applicable for construction monitoring staff and other junior staff:

- 1) *Senior Engineer's Representative (ER)/Employer's Agent's Representative (EAR)*: For Major Contracts exceeding R30.0 million construction value the EAR will be:

Class A

- ECSA registered PrEng or PrTechEng with minimum 20 years post graduate experience or
- Unregistered, with a tertiary qualification in civil engineering with a minimum of 23 years post qualification experience.

Class B

- ECSA registered PrEng or PrTechEng with minimum 15 years post graduate experience or
- Unregistered, with a tertiary qualification in civil engineering with a minimum of 18 years post qualification experience.

In all of the above cases the ER/EAR shall have acted as the senior ER/EAR on at least five road rehabilitation or resurfacing projects.

- 2) *ER/EAR*: For Major Contracts between R6.5 million and up to R30 million in construction value the EAR will be either:
 - ECSA registered PrEng or PrTechEng with minimum 8 years post graduate experience or
 - Unregistered, with a tertiary qualification in civil engineering with a minimum of 11 years post qualification experience.

In either of the above cases the ER/EAR shall have acted as the ER/EAR on at least two road rehabilitation or resurfacing projects,

- 3) *Junior ER/EAR or Assistant Engineers Representative*: For Minor Contracts the EAR will have a minimum of 5 years post qualification experience and shall have acted as the Assistant Engineer's Representative on at least two road rehabilitation or resurfacing projects, or shall have acted as ER/EAR on at least one road rehabilitation or resurfacing project. Where deemed necessary by the Employer, a Junior ER/EAR will be mentored part time, as agreed, by a senior ER at no additional cost to the Employer. For contracts exceeding R30.0 million, where an Assistant ER/EAR is required, a Junior ER/EAR shall be utilised.
- 4) *Students and graduates*: Students and junior staff or graduates that do not meet the experience criteria of any of the above positions that require site experience can be accommodated on site as Assistant Engineer's Representatives for projects not exceed R30 Million or as a junior assistant on projects exceeding R30.0 million, where deemed necessary.

13.3 Junior Contract Engineer (CE)/Employer's Agent (EA)

In the interest of growing capacity in the industry, a Junior Contract Engineer may be proposed as the Employer's Agent in terms of GCC 2015 for Minor Contracts, provided it is under the mentorship of the Contract Engineer submitted as part of the Key Personnel. A Junior Contract Engineer shall be ECSA registered (PrEng or PrTechEng) with 6 years post graduate experience. If a Junior Contract Engineer is proposed and accepted, the monthly rate tendered for Minor Contracts (item 2.2(d)(ii)) shall be deemed to cover the cost of the Junior Engineer and the time spent mentoring by the Contract Engineer. If, in the opinion of the Employer, the Junior Engineer/Agent performs well on Minor Projects, and if so proposed by the service provider, the Employer reserves the right to accept the junior engineer /agent on major projects.

13.4 Employer's right to accept or reject proposed staff

After the award of the contract, the Employer reserves the right to accept or reject any personnel proposed in 13.2 and 13.3 above.

14 MANAGEMENT MEETINGS

14.1 Management and Progress Meetings

Management and progress meeting will be held with the Employer every six weeks. The service provider will report on all issues relating to this tender and will also report on progress of all projects. These meetings can also be used as PMT start-up meetings and design discussion meetings should the need arise. Note however, that design discussions and PMT meetings should not be delayed in order for them to coincide with progress meetings. The Service provider should allow for two and a half hours every six weeks in order to attend these meetings and the service provider must compile and distribute minutes of such meetings. The Service Provider shall be represented at these meetings by at least one of the Key Personnel described in 13.1 above.

14.2 Community and Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community and stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible.

It is not anticipated that it will be necessary to continue with community and stakeholder participation through the construction period, other than to respond to any individual queries and concerns that may be raised.

14.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage (stage 4), the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer as described in detail in 7.2.1.2(g) (Normal Service - Stage 4).

14.4 Site and Technical Meetings

During the Contract Administration and Implementation stage of each project managed in terms of this appointment, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project. The Service Provider shall be represented at these meetings by the Contract Engineer/Employer's Agent and the senior site staff. Item 2.2 of the Schedule of Rates shall include for the provision of one site/progress meeting and two technical meetings per month – including the compilation and distribution of minutes.

14.5 Ad-hoc Meetings

The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

14.6 General

The Service Provider shall be represented at all meetings by at least one of the key personnel, preferably the project leader. The Service Provider shall provide secretarial services (for record keeping purposes) at all management, site and technical, and ad-hoc meetings.

All charges (except travel costs) in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered hourly or monthly rates for Normal Services (Item No 2: C2.2 Schedule of Rates).

15. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Proof of work done to date to substantiate the claim must be provided on request.

16. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance or negligence of the Service Provider.

This includes, but is not limited to the following:

- Exceeding the maximum value for a term tender of a minor contract – any costs exceeding the maximum value will be deducted from the Service Providers fee claims;
- All costs associated with delay claims from contractors stemming from non-performance of the Service Provider;
- All costs associated with abortive works caused by negligence, poor design and poor planning on behalf of the service provider.

17. NON-PERFORMANCE

Failure to meet the requirements of this contract, either through negligence or poor or slow performance, will result in a **Notice of Dissatisfactory Service being issued. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1(I) of the Contract Data.**

C3.2 Annexes

ANNEX 1: B-BBEE SUB-CONTRACT EXPENDITURE REPORT

ANNEX 2: JOINT VENTURE EXPENDITURE REPORT

ANNEX 3: SARTSM FIG. 13.37.1 AND FIG 13.37.2 TRAFFIC ACCOMMODATION LAYOUTS

ANNEX 4: SARTSM FIG. 13.38.2 TRAFFIC ACCOMMODATION LAYOUTS

ANNEX 5: DISTRICT LOCATION PLAN: *Follow below link:*

https://www.tct.gov.za/docs/categories/4150/Standards_and_Guidelines_for_Roads_Stormwater_Ver2_June2021_final.pdf

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR(SERVICE PROVIDER):

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.					
Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
				Total:	R
				Expressed as a percentage of P*	%

¹Documentary evidence to be providedSignatures

Declared by Contractor (Service Provider) to be true and correct:

Verified by Employer's Representative:

Date:

Date:

Date:

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Joint Venture		
Name of Joint Venture partner (list all)	B-BBEE Level of each partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%
¹ Documentary evidence to be provided					

Signatures

Declared by
Contractor (Service
Provider) to be true
and correct:

Date:

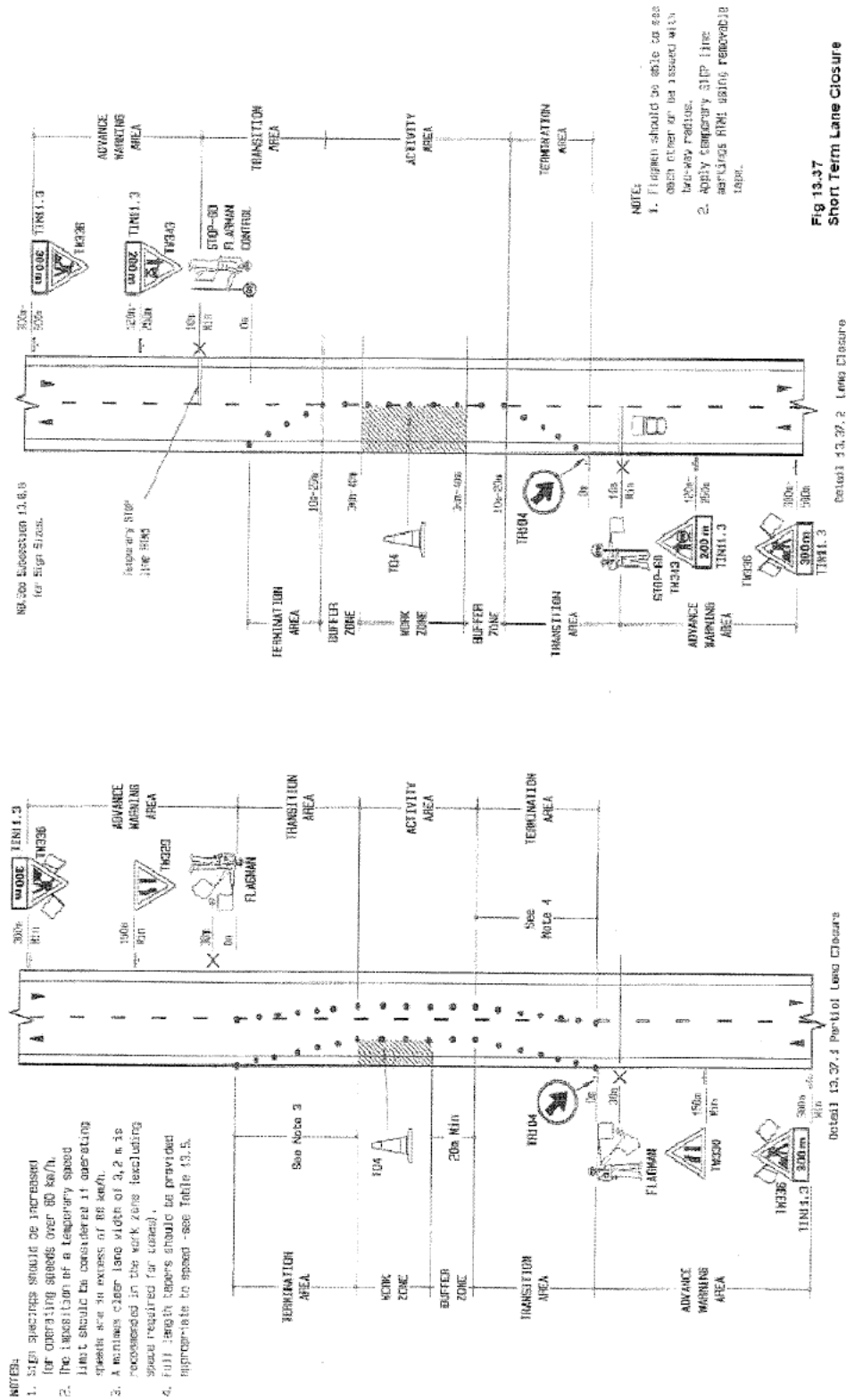
Verified by
Employer's
Representative:

Date:

ANNEX 3: SARTSM FIG. 13.37.1 AND FIG 13.37.2 TRAFFIC ACCOMMODATION LAYOUTS

SHORT TERM WORKS

13.8.13



MAY 2012

SARTSM - VOL 2

ROADWORKS

ANNEX 4: SARTSM FIG. 13.38.2 TRAFFIC ACCOMMODATION LAYOUTS

SHORT TERM WORKS

NOTES:

1. Extreme care must be taken when the work area is in the vicinity of an interchange. The use of flags with advance warning signs TW330 is recommended for short term installations of this nature. Full length fibers should be provided appropriate to speed - see FIG. 13.29 and Table 13.5.
2. For same spacing refer to table 13.4 and table on page 13.8.14.
3. The location of a temporary speed limit should be considered at operating speeds are in excess of 60 km/h.

AL 500 Suspension 13.8.9 for Sign Sizes.

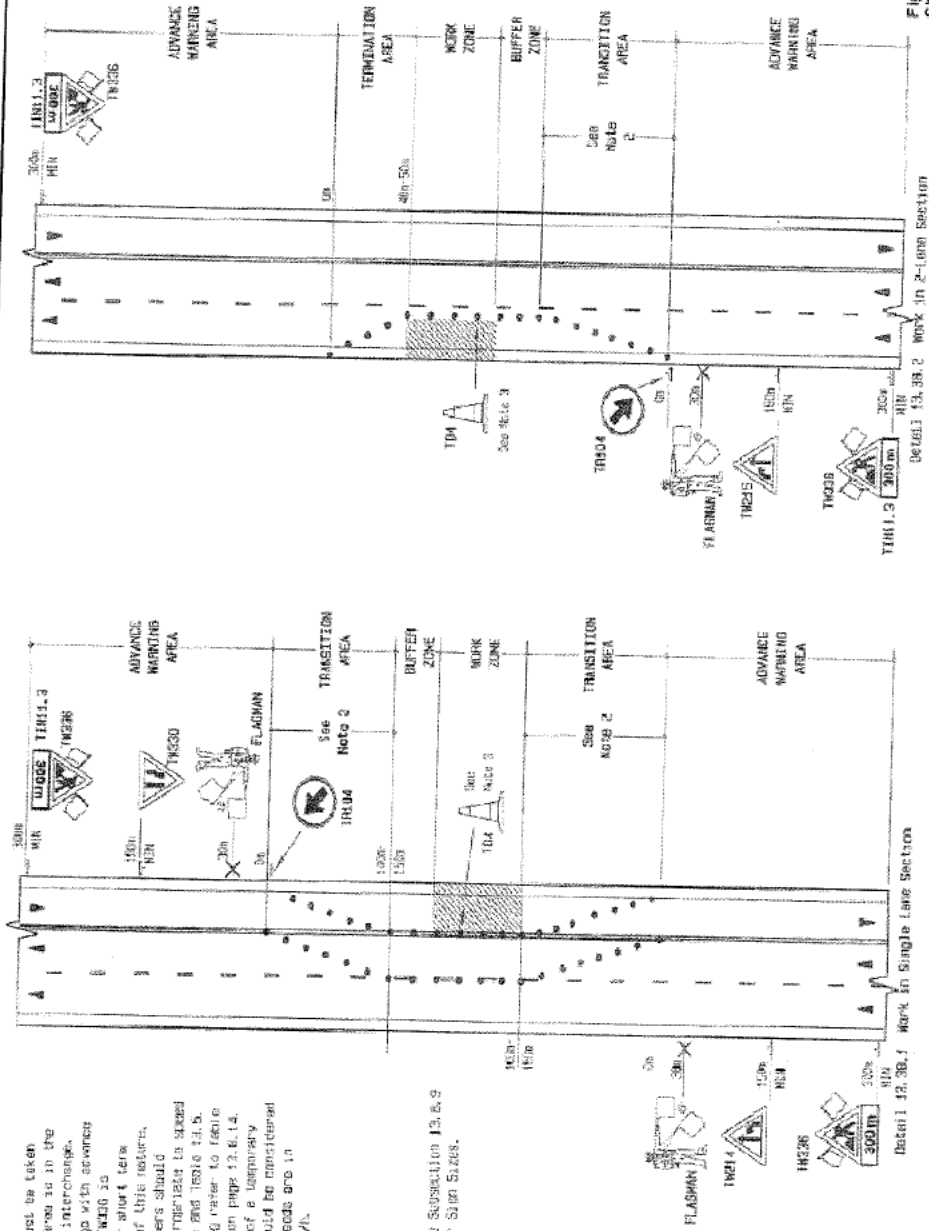


Fig 13.38
Short Term Lane Drop
Within Deviation

MAY 2012

SARTSM - VOL 2

ROADWORKS

Part C4: Site Information

None.

Part C5: Supporting Schedules

C5.1 KEY PERSONNEL (SCHEDULE 11 OF THE TENDER DOCUMENT)

C5.2 RATES NEGOTIATIONS – REVISED RATES (PREFERRED BIDDER PROCESS)

C5.1 KEY PERSONNEL (SCHEDULE 11 OF THE TENDER DOCUMENT)

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE AND MANAGEMENT

CONTRACT NO. 198C/2021/22

FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to clause C.2.1.4.2 of the Tender Data and shall insert in the spaces provided below, details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must **NOT** be appended to this schedule but must be appended to Schedule 14.

If a tenderer wishes to submit a second team in order to be considered for the award of a second district in terms of clause C.2.1.4.2, the tenderer shall submit two schedules and mark the teams as Region A team and Region B team.

PROJECT LEADER

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO
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CONTRACT ENGINEER/EMPLOYER'S AGENT

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION
------	-----------	----------------	-------------------

PAVEMENT AND MATERIALS ENGINEER

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION
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SIGNED ON BEHALF OF TENDERER

Tender
Part 12: Returnable Documents
Reference No. 198C/2021/22

64

T2.2
Returnable Schedules

C5.2 RATES NEGOTIATIONS – REVISED RATES (PREFERRED BIDDER PROCESS)

Date: 07 Sept 2022

CITY OF CAPE TOWN
THE DIRECTOR: SUPPLY CHAIN MANAGEMENT
Tower Block, Civic Centre
12 Hertzog Boulevard
Cape Town, 8001

Dear [REDACTED]

TENDER NUMBER: 198C/2021/22 - FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS.

RE: NEGOTIATIONS WITH PREFERRED TENDERER

1. Your letter dated 1st of September 2022 has reference. In this letter, the City expressed their intentions to negotiate with [REDACTED] wrt to our submission as per the above stated Tender. This is as allowed for in clauses C.3.11.3.4 and C.3.19 of the Tender Data (T1.2).
2. Furthermore, the letter lists rates in our submission that were identified as not being market related and new market related rates (as determined by your Bid Evaluation Committee) were proposed by yourselves for us to consider.
3. We have investigated and relooked at our rates in comparison to your proposed rates. The proposed rates are mostly and fair acceptable in our opinion, and we have reduced our rates and offer rates as shown in the table below:

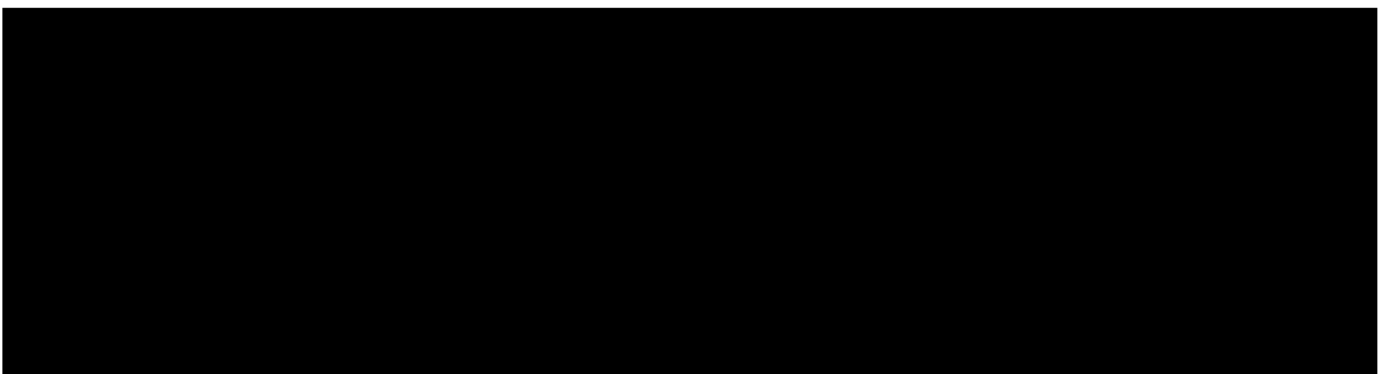
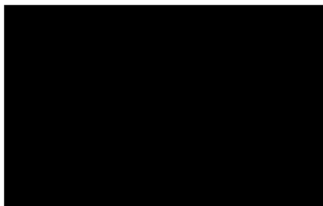
(A) Item No.	(B) Description	(C) Unit	(D) Original tendered rate (R)	(E) Acceptable rate (R)	(F) Proposed revised rate (R)
3.2 (a)	Occupational Health and Safety Services; Compile and submit application for Construction Work Permit from Department of Labour in terms of Regulation 3(1) of Construction Regulations, 2014	No.	[REDACTED]		
3.2 (b)	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No.			
3.2 (c)	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No.			
3.2 (d)	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(i) & (m)	No.			

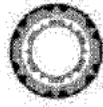


3.2 (e)	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(o), (q), (r) and (s)	No.			
3.2 (f)	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No.			
DISBURSEMENTS: Recoverable expenses in respect of printing and copying as specified below:					
4.1 (a)	Printing size A4;(i) Black and white on white paper	No.			
4.1 (a) (ii)	A4; Black and white on colour paper (pink yellow, blue green paper)	No.			
4.1 (b) i	Printing: size A3; Black and white printing	No.			

We thank you for giving us the opportunity to negotiate. We trust all is in order, acceptable and satisfies all your requirements, should you require any further information or wish to discuss the matter, please do not hesitate to contact the undersigned.

Yours Faithfully





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

URBAN MOBILITY DIRECTORATE
ROADS INFRASTRUCTURE MANAGEMENT

01 September 2022

ATTENTION:

Dear Sir,

TENDER NUMBER 198C/2021/22 - FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES, ROADWORKS, REHABILITATION AND RESURFACING OF ROADS IN THE CITY OF CAPE TOWN FOR A PERIOD NOT EXCEEDING SEVEN FINANCIAL YEARS: NEGOTIATIONS WITH PREFERRED TENDERER

As per the City's Bid Adjudication Committee's (BAC) resolution of 29 August 2022, your firm has been identified as a preferred bidder and it is the City's intention to enter into a rates negotiations process with yourselves as per clauses C.3.11.3.4 and C.3.19 of the Tender Data (T1.2). The undersigned has been duly authorised by the City under the same BAC resolution to conduct these negotiations.

After the completion of the rates evaluation exercise conducted by the City's Bid Evaluation Committee (BEC), a number of rates were identified as not being market related. Table 1 on the following page summarises these rates and compares them to what can be viewed as acceptable or market related rates.

You are herewith requested to state under column (F) of Table 1 a proposed revised rate submitted by your firm which shall form the starting point for negotiations. The table must be signed by an authorised representative of your firm and returned under covering letter to the undersigned via email by 17h00 on Wednesday, 07 September 2022.

Should the proposed rate be acceptable to the City, no further negotiations will be required and the proposed rate shall replace the tendered rate should the contract be awarded to your firm. Should the proposed rate not be acceptable to the City, further negotiations shall be entered into until the process concludes in terms of clause C.3.19.

We trust this is in order and look forward to your response.

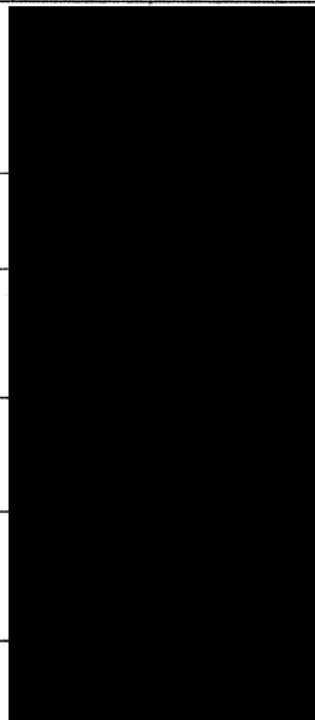
Yours faithfully

CIVIC CENTRE ISIXO LOLUNGU BURGERSENTRUM
12 HERTIOTZ BOULEVARD/CAPE TOWN 15001 P.O. BOX 298 CAPE TOWN 15002
www.capetown.gov.za

Making progress possible. Together.

TENDER NO. 198C/2021/22

TABLE 1: TABLE FOR RATES NEGOTIATIONS PUPROPOSES (to be completed by preferred bidder)

(A)	(B)	(C)	(D)	(E)	(F)
Item No.	Description	Unit	Original tendered rate (R)	Acceptable rate (R)	Proposed revised rate (R)
3.2 (a)	Occupational Health and Safety Services; Compile and submit application for Construction Work Permit from Department of Labour in terms of Regulation 3(1) of Construction Regulations, 2014	No.	25 000.00		
3.2 (b)	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No.	15 000.00		
3.2 (c)	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No.	15 000.00		
3.2 (d)	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(l) & (m)	No.	10 000.00		
3.2 (e)	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(o), (a), (r) and (s)	No.	7 000.00		
3.2 (f)	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No.	7 000.00		
DISBURSMENTS: Recoverable expenses in respect of printing and copying as specified below:					
4.1 (a)	Printing size A4;(i) Black and white on white paper	No.	4.50		
4.1 (a) (ii)	A4: Black and white on colour paper (pink, yellow, blue, green paper)	No.	4.50		
4.1 (b)	Printing: size A3;Black and white printing	No.	9.00		

NAME OF FIRM:	
NAME OF AUTHORISED SIGNATORY:	
SIGNED BY AUTHORISED SIGNATORY:	
DATE:	07/09/2022