CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

# MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

MADE AND ENTERED INTO BETWEEN

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

And

**EAS INFRASTRUCTURE ENGINEERS (PTY) LTD**

[redacted]

**Contract No. 213C/2021/22**

[redacted]

**PREAMBLE**

**WHEREAS** Tender **213C/2021/22** was awarded to **EAS Infrastructure Engineers (Pty) Ltd**, in line with resolution **SCMB 27/07/22** dated **11 July 2022** for the Provision of Professional Services in respect of the Design and Construction of IRT DEPOT FACILITY, WYNBERG., from the date of commencement until 30 June 2028.

**AND WHEREAS** it is recorded that this Contract will be governed by the provisions of the General Conditions of Contract of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board. ("GCC"), read with the Contract Specific Data ("SCC") 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 **The City Manager or his sub – delegated nominee** duly authorised hereto;

1.2. **EAS Infrastructure Engineers (Pty) Ltd,** 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" and.

## 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:

[redacted]

2.1.1. first, the terms and conditions of the SCC;

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 and shall terminate on **30 June 2028**.

## 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 5: 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 5: 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 4: PRICING SCHEDULE**".

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.

[redacted]

# PART 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 213C/2021/22: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

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.

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) [redacted] .....

Name(s) ..... .....

Capacity ..DIRECTOR..... .....

**for the tenderer**

(Name of organization/tenderer) ..EAS INFRASTRUCTURE ENGINEERS.....

(Address of organization/tenderer) [redacted] ...

[redacted] .....

Name and signature of witness [redacted] .....

Date ..14 December 2022.....

| For official use. | | |
|---|---|---|
| INITIALS OF CITY OFFICIALS AT TENDER OPENING | | |
| 1. | 2. | 3. |

[redacted]

## FORM OF OFFER AND ACCEPTANCE (Continued)

**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 service provider 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

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 representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date 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.

| The Parties | Employer | Contractor |
|---|---|---|
| Business Name | CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY | EAS INFRASTRUCTURE ENGINEERS (PTY) LTD |
| Business Registration | N/A | [redacted] |
| Tax number (VAT) | [redacted] | |
| Physical Address | Tower Block<br>Civic Centre<br>12 Hertzog Blvd.<br>CAPE TOWN<br>8001 | |
| Accepted contract sum including tax | Rates Based per Part C2.2: Schedule of Rates | Rates Based per Part C2.2: Schedule of Rates |
| Accepted contract duration | From commencement date until 30 June 2028. | From commencement date until 30 June 2028. |
| Signed – who by signature hereto warrants authority | [redacted] | [redacted] |
| Name of signatory | [redacted] | [redacted] |
| Signed: Date | 15/12/2022 | 14/12/2022 |
| Signed: Location | [redacted] | |
| Signed: Witness | | |
| Name of Witness | | |

[redacted]

BLANK PAGE

## FORM OF OFFER AND ACCEPTANCE (Continued)

**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: NONE

2 Details: NONE

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.

[redacted]

## DETAILS OF TENDERER

Data provided by the Service Provider:

**Data provided by the Service Provider**

The name of the Service Provider is EAS INFRASTRUCTURE ENGINEERS (PTY) Ltd

The address of the Service Provide is

Physical: Address [redacted]

Postal: Address [redacted]

Telephone:

Fax

email:

[redacted]

# PART C1.2: Contract Data

**CITY OF CAPE TOWN**

**TRANSPORT: INFRASTRUCTURE IMPLEMENTATION**

**CONTRACT NO. 213C/2021/22**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

**GENERAL CONDITIONS OF CONTRACT**

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:***

[redacted]

The period(s) of performance for the Services is from the date of contract award until 30 June 2028. The service provider is responsible for ensuring alignment with the Major IRT Ph2 Milestone dates estimated in the table below and to be updated and confirmed at the time of contract award.

| Project | Tender, full spec and BOQ ready for procurement start | Contractor award | Sectional completion for early use of the staging area | Depot complete for commissioning to commence |
|---|---|---|---|---|
| **IRT Ph2A Wynberg Bus Staging Facility** | 01.10.2023<br>12 month procurement | 01.10.2024 | N/A | 01.12.2025 |

Please refer to Part C3.2 for an indicative timeline which is to be used as a guide to develop a more detailed program for submission with the tender returnable documents.

*Add the following to the definition of* ***Project:***
The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

*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 construction 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 3.1**
*Delete the heading and replace with "****Governing law and policies****"*

*Add the following new clause after clause 3.1*

**Clause 3.1.1**

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".

[redacted]

**Clause 3.4 and Clause 4.3.2:**
*Add the following:*
The authorised and designated representative of the Employer is the **City Manager or his sub – delegated nominee.**

The address for receipt of communications is:

E-mail: [redacted]
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– 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, together with the site of the proposed new depot facility situated 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 Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

**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 3.12**
*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

[redacted]

The tenderer is referred to the Scope of Work Clause C3.1.6.1 and C3.1.6.2 where further detail regarding time frames and penalties for late deliverables is provided.

*Add the following new clause 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 date of Contract Award.

**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 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 R60 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 date of Contract Award.

*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.

[redacted]

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 new 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 9 and 16, 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:**
Add the following after Clause 8.3.3

**Clause 8.3.4**
Notwithstanding anything in this Contract to the contrary, none of the following events or circumstances will constitute an event of Force Majeure for the purposes of this Contract:

(a) economic hardship, or for lack of money, credit or markets or inability to pay any sum of money;

(b) late performance by the Service Provider caused by the Service Provider's failure to engage qualified Personnel or to hire or engage an adequate number of Personnel;

(c) delays resulting from adverse weather (other than if the works contractor is granted an extension of time under a construction contract(s) for adverse weather and other environmental conditions (other than subsurface conditions unknown to the Service Provider as at the commencement of the Services which, based on all available historical records or on a reasonable knowledge of the location of the work site, are consistent with those which ought reasonably to have been anticipated for the work site.

**Add the following Clause 8.3.5 after Clause 8.3.4**
If there is a Force Majeure event involving any works contractor or supplier, then the Service Provider shall use reasonable efforts to determine whether it is advisable to find alternate works contractors or suppliers acceptable to the Employer so as to minimise any increase in the cost or schedule of the works and shall provide its recommendations to the Employer taking into account the Period of Performance, the Project programme, the Service Provider Programme and the Project budget.
**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;

[redacted]

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):
    (i) reports of poor governance and/or unethical behaviour;
    (ii) association with known family of notorious individuals;
    (iii) poor performance issues, known to the Employer;
    (iv) negative social media reports; or
    (v) adverse assurance (e.g. due diligence) report outcomes.;

**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 **mediation**.

**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 Servicer 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.

**ADDITIONAL CLAUSES:**
**Clause 16: Protection of Personal Information**
Add the following:.
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 Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

[redacted]

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:**
This Agreement is valid from the commencement date outlined herein and is valid until further notice. 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 good delivered.

**Clause 18. Performance Monitoring**
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 supplier agrees to provide the City with its full cooperation in this regard.

## Part 2: Data provided by the Service Provider

The **Service Provider** is: EAS INFRASTRUCTURE ENGINEERS

Postal Address: [redacted]

Physical Address: [redacted]

Telephone: [redacted]

Facsimile: N/A

Email: [redacted]

The **authorised and designated representative** of the Service Provider is:

Name: [redacted]

The address for receipt of communication is:

Address: [redacted]

Telephone: [redacted]

Facsimile: N/A

Email: [redacted]

**SIGNED ON BEHALF OF TENDERER:** [redacted]

[redacted]

# PART C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**CITY OF CAPE TOWN**

**TRANSPORT: INFRASTRUCTURE IMPLEMENTATION**

**CONTRACT NO. 213C/2021/22**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

## C1.3 Occupational Health and Safety Agreement

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

EAS INFRASTRUCTURE ENGINEERS

(Service Provider/Mandatary/Company/CC Name)

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

I, [redacted], representing EAS INFRASTRUCTURE ENGINEERS, 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: [redacted]

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 CAPE TOWN on the 14 day of DECEMBER 20 22

[redacted]

**Witness**

[redacted]

**Mandatary**

Signed at CAPE TOWN on the 15 day of DECEMBER 20 22

[redacted]

Witness

[redacted]

for and on behalf of
City of Cape Town

[redacted]

# PART C1.4: INSURANCE BROKER'S WARRANTY

**CITY OF CAPE TOWN**

**TRANSPORT: INFRASTRUCTURE IMPLEMENTATION**

**CONTRACT NO. 213C/2021/22**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

## C1.4 Insurance Broker's Warranty

Pro Forma

| |
|---|
| *Logo* |

*Letterhead of Service Provider's Insurance Broker*

Date _____

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

Dear Sir

**CONTRACT NO.:** **213C/2021/22**

**CONTRACT TITLE:** **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

NAME OF SERVICE PROVIDER: LEPPARD

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 [redacted]

For: EAS INFRASTRUCTURE ENGINEERS

[redacted]

# PART C2: PRICING DATA

**CITY OF CAPE TOWN**

**TRANSPORT: INFRASTRUCTURE IMPLEMENTATION**

**CONTRACT NO. 213C/2021/22**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG**

## 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 their 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. While it is entirely at the tenderer's discretion as regards pricing the Schedules of Rates below, tariffs of fees or indicative time based fee rates are gazetted from time to time by the built environment professional bodies. These are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums and/or prices as applicable.

   The tenderers attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019): rates tendered must not exceed rates:

   a) Set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA rates); and

   b) As prescribed by the body regulating the profession of the consultant.

3. 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. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
| 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. |
| Prov Sum | A sum allowed for an unknown cost at tender stage |
| % | Measured as a percentage of the provisional sum or prime sum cost |
| Hour | The agreed rate per hour of work |
| Month | the agree rate per calendar month |
| Man-hours | The number of man-hours worked delivering the Services per each personnel |

4. The tenderer may not group a number of items together and tender on lump sum for such group of items.

5. The rates, sums and prices in the Schedule of Rates are to be fully inclusive prices for the Services 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 Services, 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. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

   The rates provided in the Schedules of Rates shall be used in representative Services for Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation

of individual Services for Projects in accordance with the Contract Data and the Procedures for the allocation of Services to Projects referred to therein.

6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the Employer before such services are rendered. In respect of time based services, the allocation of staff must be agreed with the Employer before such services are rendered.

   The Employer will only order those quantities of work items, which it actually requires for execution in the Services for a Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums or prices (as applicable) tendered in the Schedule of Rates shall be final and binding and shall **not** be subject to any variation throughout the period of the Contract.

8. 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 respect of engineering services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

9. The categories of persons (A, B, C, D, E) in respect of time-based fee rates for professional services shall be as defined in Table 2: 'Time-based Fee' as per the Professional Fees Guideline issued in terms of section 34(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000), (Government Gazette, 12 June 2015), where category 1 = A as per this contract, category 2a = B, 2b = C, 2c = D and 2d = Category E.

   (i 12 - A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.)
   (I 13-Where a provisional sum has been provided in respect of additional construction monitoring services, the Service Provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the Project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.

10. 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 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 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.

11. 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, overhead fees and prices for normal and additional services rendered.

12. 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.

13. 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.

14. 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 R3.98/km (excluding VAT).

15. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the Employer's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.

16. If the Service Provider deems it necessary to appoint a Subcontractor as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the Project.

17. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Schedule of Rates).

18. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

19. All Tendered rates are to exclude VAT.

20. Timesheets, drawn from the Service Provider's financial system, are to be submitted with each invoice to confirm the actual hours worked for each task.

**The following Notes are applicable to the schedules of rates, defining the categories of staff:**

21. PROJECT MANAGERS:

Category A: Specialist. The required personnel must be a professionally registered (PrCPM or PMP or other proven equivalent registration) with over 20 (twenty) years of experience in project management. The Project Manager's expertise and experience must be nationally recognised and must provide advice at a level of specialisation where such advice is recognized as that of an expert in this discipline.

Category B: Associate or manager who meets all criteria of the key personnel as stipulated in C.2.1.4.2. The required personnel must be a professionally registered (PrCPM or PMP or other proven equivalent registration) with at least 8 (eight) years verifiable post professional registration experience in the project management of design and construction related to building construction projects. The Project Manager will bear the risk of the business and take responsibility for the project and provide strategic guidance in planning and executing the project.

Category C: The required personnel must be a professionally registered (PrCPM or PMP or other proven equivalent registration) with at least 5 (five) years verifiable postgraduate experience in the project management of building works.

Category D: Need not be professionally registered and can be an Engineer, Architect, Technologist or Technician involved in project management of building works.

22. ARCHITECTS:

Category A: Specialist. The required personnel must be a professionally registered Architect (SACAP PrArch or proven equivalent) with at least 15 (fifteen) years of experience in the role of Project/Lead Architect. The Architect's expertise and experience must be nationally recognised and must provide advice at a level of specialisation where such advice is recognized as that of an expert in this discipline.

Category B: Associate or manager who meets all criteria of the key personnel as stipulated in C.2.1.4.2. The required personnel must be a professionally registered Architect (SACAP PrArch or proven equivalent) with at least 8 (eight) years verifiable post professional registration experience in the project management of design and construction related to building construction projects.

Category C: Professionally registered staff with direct responsibility for activities related to the project.

Category D: Professional Staff working under direction on activities related to the project

Category E: Other staff performing work under direction and control of one of the above.

[redacted]

23. ENGINEERS, INCLUDING STRUCTURAL, CIVIL, MECHANICAL, ELECTRICAL, PAVEMENT, TRANSPORT, FIRE SERVICES:

Category A: Specialist. The required person must be a Professional Engineer (PrEng) or professional Engineering Technologist (PrTechEng) or other proven equivalent registration, with at least 15 (fifteen) years verifiable postgraduate experience in the particular area of engineering.

Category B: Associate or manager who meets all criteria of the key personnel as stipulated in C.2.1.4.2. The required personnel must be a Professional Engineer (PrEng) or professional Engineering Technologist (PrTechEng) or other proven equivalent registration, with at least 8 (eight) years verifiable post professional registration experience in the particular area of engineering.

Category C: Professionally registered staff with direct responsibility for activities related to the project.

Category D: Staff, not necessarily registered, working under direction on activities related to the project

[redacted]

## Part C2.2: Schedule of Rates

### Item No. 1: NORMAL SERVICES

Provide multidisciplinary services for *normal services* as described in the Scope of Work:

| Item | Description | Unit | Tendered Rate (Excl. VAT) |
|---|---|---|---|
| **1.1** | **PROJECT MANAGEMENT SERVICES** | | |
| i | Category A Personnel | hour | R1 060.00 |
| ii | Category B Personnel | hour | R815.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.2** | **ARCHITECTURAL SERVICES** | **Unit** | |
| i | Category A Personnel | hour | R1 060.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R315.00 |
| v | Category E Personnel | hour | R270.00 |
| **1.3** | **STRUCTURAL ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.4** | **ELECTRICAL/ELECTRONIC ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.5** | **MECHANICAL ENGINEERING SERVICES** | **Unit** | |
| i | Category A Personnel | hour | R800.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |



[redacted]

| | | | |
|---|---|---|---|
| iv | Category D Personnel | hour | R285.00 |
| **1.6** | **CIVIL ENGINEERING SERVICES** | | **Tendered Rate (Excl. VAT)** |
| i | Category A Personnel | hour | R800.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.7** | **PAVEMENT ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.8** | **TRANSPORTATION ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **1.9** | **FIRE ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R800.00 |
| ii | Category B Personnel | hour | R710.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R315.00 |
| **1.10** | **QUANTITY SURVEYING SERVICES** | | |
| i | Category A Personnel | hour | R1 050.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R315.00 |

## Item No. 2: ADDITIONAL SERVICES

Provide time based services on the instruction from the Employer in respect of services that fall *beyond the scope of normal services* as described in the Scope of Work: Tenderers are to provide rates for all categories of personnel and all items listed.

[redacted]

| Item | Description | Unit | Tendered Rate (Excl. VAT) |
|---|---|---|---|
| **2.1** | **PROJECT MANAGEMENT SERVICES** | | |
| i | Category A Personnel | hour | R1 060.00 |
| ii | Category B Personnel | hour | R815.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **2.2** | **ARCHITECTURAL SERVICES** | | |
| i | Category A Personnel | hour | R1 060.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R315.00 |
| v | Category E Personnel | hour | R270.00 |
| **2.3** | **STRUCTURAL ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **2.4** | **ELECTRICAL/ELECTRONIC ENGINEERING** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **2.5** | **MECHANICAL ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| v | SANS XA Specialist | hour | R550.00 |



[redacted]

| 2.6 | CIVIL ENGINEERING SERVICES | Unit | Tendered Rate (Excl. VAT) |
|---|---|---|---|
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R795.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **2.7** | **PAVEMENT ENGINEERING SERVICES** | | |
| i | Category A Personnel | hour | R975.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R285.00 |
| **2.8** | **QUANTITY SURVEYING SERVICES** | | |
| i | Category A Personnel | hour | R1 050.00 |
| ii | Category B Personnel | hour | R785.00 |
| iii | Category C Personnel | hour | R495.00 |
| iv | Category D Personnel | hour | R315.00 |
| **2.9** | **LANDSCAPE ARCHITECTURE SERVICES** | | |
| i | Registered Professional Principal Landscape Architect | hour | R952.00 |
| ii | Staff performing work of a landscape Architectural nature and carrying direct responsibility for one or more specific activities related to a project. | hour | R602.00 |
| **2.10** | **PROFESSIONAL PLANNING, TOWN PLANNING AND LAND USE PLANNING SERVICES** | | |
| i | Professional Planner | hour | R952.00 |
| ii | Professional Planner's assistant | hour | R602.00 |
| **2.11** | **TOPOGRAPHICAL SURVEYS AND RELATED STUDIES** | | |
| i | Professional Surveyor | hour | R950.00 |
| ii | Professional Surveyor's assistant | hour | R320.00 |
| **2.12** | **GEOTECHNICAL STUDIES AND GENERAL INVESTIGATIVE SURVEYS** | | |
| i | Professional Geotechnical Engineer | hour | R975.00 |
| ii | Geotechnical Engineer's assistant | hour | R495.00 |



[redacted]

| | | | |
|---|---|---|---|
| **2.13** | **SERVICES RELATED TO PUBLIC PARTICIPATION** | | |
| i | Public Participation Practitioner (Lead) | hour | R850.00 |
| ii | Public Participation Practitioner's assistant | hour | R320.00 |
| **2.14** | **LEVEL THREE CONSTRUCTION MONITORING SERVICES** | | |
| i | Category B Senior Employer's Agent's Representative cost to company including mark-up and profit | hour | R815.00 |
| ii | Category C Senior Employer's Agent's Representative cost to company including mark-up and profit | hour | R585.00 |
| iii | Category D Junior Employer's Agent's Representative/ Assistant Employer's Agent's Representative cost to company including mark-up and profit | hour | R320.00 |
| iv | Category E /Students and graduates cost to company including mark-up and profit | hour | R260.00 |
| v | Provide special inspections, including the services of a Clerk of Works, for the Architectural/Building components of the project, as described in the Scope of Work | hour | R675.00 |
| **2.15** | **CONSTRUCTION HEALTH & SAFETY SERVICES** | **Unit** | **Tendered Rate (Excl. VAT)** |
| i | Professional Construction Health and Safety Agent | hour | R795.00 |
| ii | Construction Health and Safety Manager | hour | R495.00 |
| iii | Construction Health and Safety Officer | hour | R315.00 |
| **2.16** | **ENVIRONMENTAL SERVICES** | | |
| i | Registered Environ. Assessment Practitioner (EAP) | hour | R1 060.00 |
| ii | Environmental Assessment Practitioner's Assistant | hour | R650.00 |
| iii | Environmental Control Officer | hour | R495.00 |
| iv | Environmental Auditor | hour | R365.00 |
| **2.17** | **EMPOWERMENT IMPACT SPECIALIST** Services related to targeted procurement | | |
| i | Empowerment Impact Consultant to assist in planning and strategy pertaining to empowerment targets, including conducting Empowerment Impact Assessments. | hour | R850.00 |
| ii | Empowerment Impact Consultant Assistant | hour | R320.00 |

[redacted]

## Item No. 3: PROVISIONAL SUMS

| Item | ITEM DESCRIPTION | Unit | Tendered Rate |
|---|---|---|---|
| **3.1** | **SPECIALIST STUDIES INCLUDING CIVIL ENGINEERING MATERIALS / LABORATORY TESTING.** - | | R 900,000.00 |
| i | Mark-up, Profit and handling costs on 3.1 | 2% | R18 000.00 |
| **3.2** | **SERVICES INVESTIGATION USING GROUND PENETRATING RADAR, CABLE DETECTORS or TRENCH ETC.** | | |
| i | Cost of existing services investigation | Prov. Sum | R 250,000.00 |
| ii | Mark-up, Profit and handling costs on 6.4(a) | 2% | R5 000.00 |
| **3.3** | **OTHER SERVICES** | | |
| i | Cost of other services pertaining to all stages of the Project, including preferential procurement and targeted participation. | Prov. Sum | R 300,000.00 |
| ii | Mark-up, Profit and handling costs and procurement costs on 3.4 i & ii | 2% | R6 000.00 |

[redacted]

| 4.1 | RECOVERABLE EXPENSES AND DISBURSEMENTS | | |
|---|---|---|---|
| | **ITEM** | **UNIT** | **RATE EX VAT** |
| | Black & White on White Paper: Printing Size A4 | 1 unit | R1.30 |
| | Black and White on coloured paper (pink yellow, blue green paper): Printing Size A4 | 1 unit | R1.50 |
| | Colour printing on White Paper: Printing Size A4 | 1 unit | R1.60 |
| | Black and White Printing: Size A3 | 1 unit | R7.10 |
| | Colour Printing: Size A3 | 1 unit | R9.00 |
| | Black and White Printing: Size A2 | 1 unit | R20.00 |
| | Colour Printing: Size A2 | 1 unit | R25.00 |
| | Black and White Printing: Size A1 | 1 unit | R31.00 |
| | Colour Printing: Size A1 | 1 unit | R25.00 |
| | Black and White Printing: Size A0 | 1 unit | R33.00 |
| | Colour Printing: Size A0 | 1 unit | R60.00 |
| | Binding of documents: Plastic Ring Binding with card backing and plastic cover sheet | 1 unit | R60.00 |
| | USB flashdrive provision with drawings and electronic BOQ's etc. for tender docs or as requested. | 1 unit | R120.00 |
| 4.2 | Recoverable expenses in respect of travelling: Employer's ad-hoc duty transportation rate To be adjusted annually to align with City rates. | | R3.98/km (ex VAT) |
| 4.3 | CONTINGENCIES TO be spent as the Employer may direct and to be deducted in whole or in part if not required. | | 10% |

[redacted]

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 213C/2021/22

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG

# C3.1 Scope of Work

CONTENTS PAGE


| | | |
|---|---|---|
| 1. | INTRODUCTION | **113** |
| 2. | BACKGROUND | 113 |
| 3. | EMPLOYER'S OBJECTIVE | 114 |
| 4. | DESCRIPTION OF THE SERVICES REQUIRED | 114 |
| 5. | EXTENT OF THE SERVICES | 117 |
| 6. | GENERAL | 128 |
| 7. | KEY AND ADDITIONAL SUPPORT PERSONNEL | 130 |
| 8. | PROJECT MEETINGS | 136 |
| 9. | CLAIMS FOR PAYMENT | 136 |
| 10. | EMPLOYER'S RIGHT TO RECOVER COSTS | 136 |


## C3.1.1 INTRODUCTION

The City of Cape Town has developed a City Wide Integrated Public Transport Network (I.P.T.N.) and having completed Phase 1 A and B, is now busy rolling out the Integrated Rapid Transit (I.R.T.) component of Phase 2 (Ph2) of the MyCiTi service. The IPTN has set out the scale and extent for public transport and in particular road-based public transport for Phase 2A.

To meet the objectives put forward by the IPTN framework with regard to establishing an IRT system, the City needs to implement various facets of the system to eventually come together as one homogenous IRT system. The built infrastructure required to support the MyCiTi operations will consist of bus depots, bus stations and trunk routes in the vicinity of Ph2A. This particular contract is focussed on the delivery of bus depot and staging infrastructure.

There was previously a Professional consultant team appointed for six years to undertake various depot designs and their contract expired at the end of September 2021, having completed stage 3 of the Wynberg Depot. In order to ensure continuity, a professional Service Provider is required to take hand over and provide the multi-disciplinary professional services necessary to implement the remaining tasks on this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **213C/2021/22: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF THE IRT BUS STAGING FACILITY, WYNBERG** which will be evaluated using a financial offer and preferences based system as described in the tender data.

## C3.1.2 BACKGROUND

Phase 2A of Cape Town's MyCiTi Integrated Rapid Transit (IRT) System shall hereinafter simply be referred to as Phase 2A.

Phase 2A will serve the greater metro south east with both trunk and feeder services, covering an area from Wynberg/Claremont to Khayelitsha/Mitchells Plain. Various depot and staging facilities will be required to house and maintain the necessary bus fleet.

Design of two of the bus depots in the Khayelitsha/Mitchells Plain area has already been completed. This contract addresses the third facility required, which is a bus depot, phased to initially be constructed as a staging facility, located on the Western side of the trunk route, in Wynberg.



[redacted]

### C3.1.3 EMPLOYER'S OBJECTIVE

The Employer's objective is to design and oversee the implementation of the various depot and staging infrastructure required in order to support the Phase 2 bus operations, specifically the daytime and overnight staging and maintenance of the bus fleet, as well as accommodation of any necessary administrative components and drivers rest amenities required at these facilities. Completion of these fully operational facilities is required to align with the broader Ph2 Program, which oversees the coordination of fleet purchasing, the formulation of vehicle operating entities and depot management contracts.

All infrastructure must comply with the current and relevant codes, legislative requirements and standards to provide a cost effective, operationally efficient, and insofar as possible, visually enriching built infrastructure. The depots are envisaged to instigate, over and above their function within the broader IRT system, some element of urban regeneration to their immediate surroundings and communities. Aesthetics, environmental sensitivity and sustainability are therefore key to the characteristics of the facility.

The purpose of this Contract is to procure the professional services necessary to implement the Employers objective of completing the design and overseeing the construction of a Bus Staging facility, located on the Western side of the Ph2 footprint.

### C3.1.4 DESCRIPTION OF THE SERVICES REQUIRED

The scope of works for the Project is as follows:

**A BUS DEPOT, PHASED TO COMMENCE AS A BUS STAGING FACILITY, ON THE WEST OF THE PH2 TRUNK ROUTE:** The concept design of this facility has been completed. Various amendments will need to be implemented as the design is taken into detail design. Full professional services for the remaining design, contractor procurement and implementation oversight will be required. Specialist Environmental studies are underway on the site and a Draft BAR completed. The Wynberg site is City owned land and the reservation process has been completed.

**A MyCiTi bus staging** facility will typically include but may not be limited to the following:

- Securely fenced site with security and inspection on entry and exit from the premises.
- Secure fleet storage and vehicular access management
- Hard surfacing to the staging area, including permeable paving and storm water management.
- Future planning for fuel storage and refuelling facilities which may require inclusion of alternate power types (hybrid or electrical).
- Possible vehicle washing facilities, which may include automatic wash facilities.
- Driver mess and rest facilities
- Staff & visitor parking
- Secure communications facilities
- Emergency and fire facilities
- Environmental sustainability
- Landscaping to be kept to a minimum and should be sustainable and low maintenance.
- Escape exit from the premises for personnel and fleet.

It should also be noted that any initiatives to provide greater environmental sustainability to the facility, over and above those that already exist in the industry, will be favourably considered.

Design information on existing MyCiTi depot facilities will be made available to the prospective Service Provider.

All the existing drawings already produced, detailing the design and specifications up to the end of stage 3 for this facility, will be made available to the new Professional Service Provider, in AutoCAD (.dwg) and PDF format, on appointment.

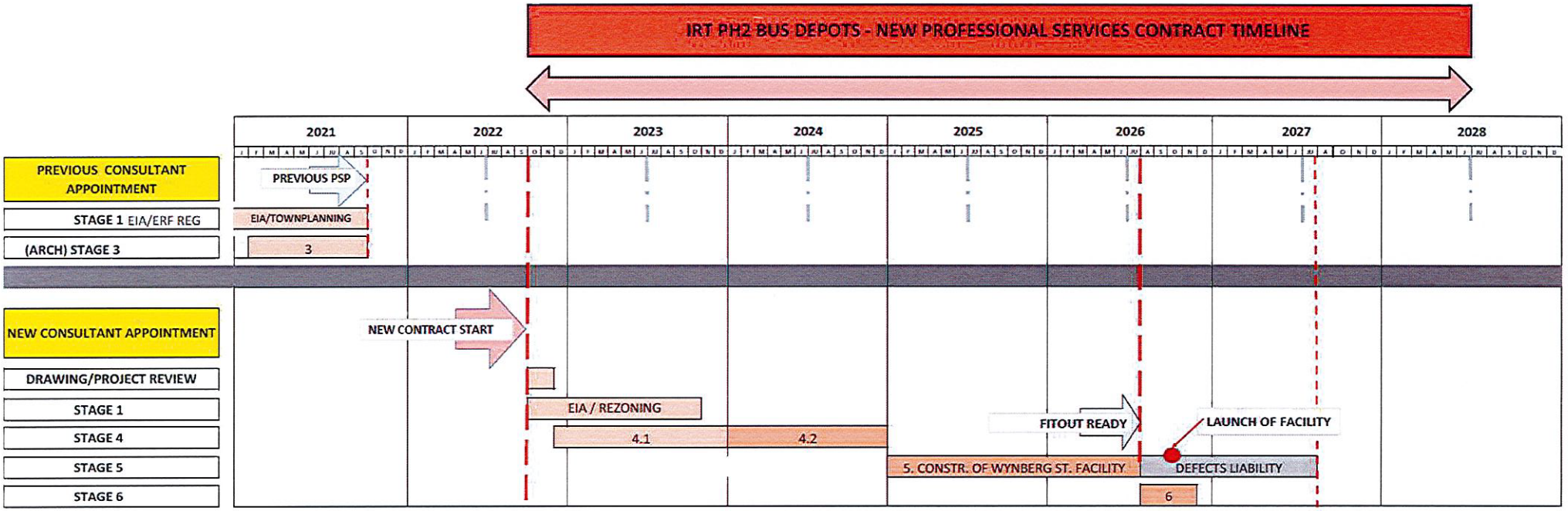
### C3.1.4.1 THE FINANCIAL DETAILS AND ESTIMATED TIMELINE OF THE PROFESSIONAL SERVICES:

The escalated value of the construction work is estimated as follows (excluding VAT):

| PROJECT: | Estimated Cost (Ex VAT): |
|---|---|
| IRT Ph2A Wynberg Bus Staging facility | R 150 000 000.00 |

The table on the next page serves as an indication of the anticipated contract timeframe and is to be expanded on by the Service Provider, and submitted for information purposes, with the tender submission. The programme must indicate all activities and dependencies between the activities envisaged from the date of appointment, up to advertising of the Construction Tender. It should also indicate the projected completion dates for the various design stages, in line with the time frames indicated.

Tenderers are to note that the planning for this Contract is based on a three-year budget cycle, which is subject to change. While the Employer has every intention to complete the full scope of services, 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.


IRT PH2 BUS DEPOTS - NEW PROFESSIONAL SERVICES CONTRACT TIMELINE
2021
2022
2023
2024
2025
2026
2027
2028
PREVIOUS CONSULTANT APPOINTMENT
PREVIOUS PSP
STAGE 1 EIA/ERF REG
EIA/TOWNPLANNING
(ARCH) STAGE 3
3
NEW CONSULTANT APPOINTMENT
NEW CONTRACT START
DRAWING/PROJECT REVIEW
STAGE 1
EIA / REZONING
STAGE 4
4.1
4.2
FITOUT READY
LAUNCH OF FACILITY
STAGE 5
5. CONSTR. OF WYNBERG ST. FACILITY
DEFECTS LIABILITY
STAGE 6
6

[redacted]

### C3.1.5 EXTENT OF THE SERVICES:

The Service Provider is required to provide the following Services:

## C3.1.5.1 NORMAL SERVICES:

#### C3.1.5.1.1 Elements of the scope of works for which normal services are required:

| |
|---|
| **WYNBERG STAGING FACILITY:** Review and familiarisation of the existing Stage 3 concept drawings, briefing clarification with client body, prior to completion of SACAP stages 4, 5 and 6, including contractor procurement, Principal Agency, Construction monitoring and Contract administration. |

The following normal services and associated deliverables are required for this Project:

The following engineering discipline terms for Stages 1 to 6 of normal services shall apply in this Contract for all disciplines, notwithstanding variants thereof in other disciplines: Inception; Concept and Viability (Preliminary Design); Design Development (Detail Design); Documentation and Procurement; Contract Administration and Inspection; and Close-Out.

Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the relevant Board Notices providing the guideline scope of services and tariff of fees for persons registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000), Engineering Profession Act (Act No. 46 of 2000), Architectural Profession Act (Act No. 44 of 2000), Quantity Surveying Profession Act (Act No. 49 of 2000), and Landscape Architectural Profession Act (Act No. 45 of 2000), where applicable. If there is any conflict between the specific requirements and the relevant guideline scope of services document referred to above, the specific requirements shall take precedence.

#### C3.1.5.1.2 Project Management Services

All standard services as described in Stages 4 to 6 in Clause 3.0 of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), as amended or amplified upon in the Project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above guideline scope.

Acting as leader of a professional team shall be deemed to be a normal project management service. The Project Manager, as described in Clause 13 hereunder, shall be Project Leader and shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

#### C3.1.5.1.3 Architectural Services

All standard services as described in Stages 4 to 6 in Clause 1.1 of Board Notice 195 of 2011: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as required to undertake the works as described in the Project brief.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above framework professional fees guideline.

#### C3.1.5.1.4 Structural, Civil, Transport, Pavement, Electrical/IT/Electronic and Mechanical Engineering Services

All standard services as described in Stages 4 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the Project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above guideline scope.

#### C3.1.5.1.5 Quantity Surveying Services

All standard services for building work contracts with bills of quantities as described in Stages 4 to 6 in Clause 10.6 of Board Notice 163 of 2009: Amended guideline professional fees set out in the 2010 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website www.sacqsp.co.za), as amended or amplified upon in the Project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above amended professional fees guideline.

**C3.1.5.1.6 Landscape Architectural Services**

All standard services as described in Stages 4 to 6 in the Amended Landscape Architectural Work Stages – January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the Project brief below.
Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above.

**C3.1.5.1.7 Green Building**

- Whilst it is not the intention of the Employer that the proposed new building complex obtains a Green Star SA Certified Rating, it is expected that the new building complex will be designed and constructed using green building principles ("green building"). As a minimum, the Service Provider shall take into account the City of Cape Town Smart Building Handbook – A guide to green building in Cape Town. This publication is available on the City of Cape Town website (www.capetown.gov.za) under Environmental Resource Management.

- The aim of the Smart Building Handbook "is to actively promote resource efficient construction of new or renovated buildings in Cape Town to minimise the negative environmental impacts of the built environment, while maximising positive social and economic impacts."

- Guidelines are provided therein for the implementation of green buildings, whereby "Each section provides an overview and specific recommendations that should be implemented where possible".

- Incorporating "green building" as described herein shall be deemed to be a normal service within the services listed in Clauses 4.2.1 to 4.2.5 above, as relevant.

**C3.1.5.1.8 Stage 1 – Inception**

Not applicable to this tender.

**C3.1.5.1.9 Stage 2 – Concept and Viability**

Stage 2 design drawings have been completed.

**C3.1.5.1.10 Stage 3 – Design Development**

Some Town Planning, Environmental (WULA, BAR and others) as well as SDP approval, Public Participation and stakeholder engagement tasks, will have been started, and will require conclusion by the new professional services team.

The design development shall take cognisance of all design requirements as may be imposed by the Environmental and Water Services Department, or any other authority whose services are impacted upon by the proposed development and ensure they are addressed, and necessary approvals obtained.

**C3.1.5.1.11 Stage 4 – Documentation and Procurement**

The Service Provider shall provide those services and deliverables as indicated in the tables below for the preparation of working drawings, details, schedules and specifications, preparation of procurement documentation under direction from the Employer's Bid Specification Committee, advertising of tenders, and the assistance with evaluation of technical elements of tenders received under direction from the Employer's Bid Evaluation Committee. The Service Provider shall confirm the Employer's procurement

[redacted]

(Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

Where Service Providers are responsible for preparing tenders for pricing by the market, it is required that the Service Provider includes in the tenders a requirement for Contractors to propose how they can contain costs on the execution of the Works.
A set of draft plans/drawings shall be submitted to the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on *(date)*" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

The construction contract document shall be prepared in the JBCC format and shall be based on the City of Cape Town's latest example document for Construction Contracts. This document will be issued to the Service Provider by the Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Environmental Officer as part of the Personnel Schedule comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the Contract. 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.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed depot facilities 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.

The Service Provider shall attend Bid Specification Committee meetings 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 at least one week prior to the Bid Specification Committee meetings taking place.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

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 a tender clarification meeting, and respond to all queries received during this period via the Employer. The Service Provider may not communicate directly with bidders without the knowledge and approval of the Employer.

Once tenders close, the Service Provider shall assist with evaluation of the technical aspects of tenders received and shall prepare a tender assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries

the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

**Preferential Procurement**

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** include in T2.1 List of Returnable Documents where preferences are granted in respect of B-BBEE contribution.

In particular, where the Service Provider has declared in Section 5 of Returnable Schedule 19 that "I/we DO NOT intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for" then the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

For the purposes of this Contract, the term "sub-contractor" (used in the context of sub-contracting to the Service Provider) shall include all sub-consultants employed by the Service Provider.

Where the Service Provider is a joint venture it shall be monitored as described in below.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

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

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for, the Service Provider shall submit to the Employer, as and when required, 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 (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 69 of 1984) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor 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 employed by the Service Provider.

In order to ensure a 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, the Service Provider shall submit to the Employer, as and when required, a Joint Venture Expenditure Report. The format of this report is provided in Annex 2 attached.

In respect of Annexes 1 and 2 referred to above, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in Schedule 19 Preferencing Schedule in Part T2.2 Returnable Schedules. In the case of a joint venture (Annex 2), the Service Provider shall prove its compliance with item 6) in Section 2 of the Preferencing Schedule by providing a consolidated scorecard at its own cost on instruction from the Employer.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the

Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

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

| **Services to include but not limited to:** | |
|---|---|
| | |
| | Arrange and minute all meetings, including but not limited to project, technical design, consultant coordination and stakeholder/public participation, PSC meetings as required by the project. |
| | Check cost estimates and adjust designs and documents if necessary to remain within budget. |
| | Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required |
| 4.1 | Prepare council submission drawings and coordinate all documentation for local authority submission, including management of that approval process. |
| | Arrange for SDP and LUMS approvals |
| | The Project Leader and Design Architect will be responsible for coordinating the technical documentation with the consultants. |
| | Prepare specifications for the works |
| | Review the costing and program with the design consultants |
| | Obtain the Employer's authority and submit documents for approval |
| 4.2 | Complete construction documentation including all services coordination, specifications and preambles for the works. |
| | Obtain the Employers authority to prepare documents to procure offers for the execution of the works. |
| | Attend bid specification and evaluation meetings with the employer |
| | Prepare documentation for contractor procurement on approved templates and proceed to call for tenders following the Employers procurement process. |
| | Assist where required to obtain offers for the execution of the works. |
| | Assist in evaluation of the tenders including pricing and recommend the award of the building contract. |
| | Where necessary, assess samples and products for compliance and design intent |
| | Prepare the contract documentation and arrange the signing of the building contract. |
| | Facilitate Employer approval of all Stage 4 documentation |

| | **Deliverables to include but not limited to:** |
|---|---|
| | Drawing register with each drawing issue and monthly summary. |
| | Drawing up of, and monthly updates to a project schedule/program of works for both the professional services for the full duration of the contract as well as the anticipated construction programme |
| | Specifications |
| | Services co-ordination |
| | Council submission drawings |
| | Tender drawings |
| | Working drawings, schedules and all details required for construction |
| | Estimate of construction cost based on final designs and tender documents including full BOQ |
| | Compilation of construction tender documentation |
| | Attendance of City Bid Scrutiny and Bid evaluation meetings to ensure timeous appointment of the contractor |
| | Review and reports on technical and financial aspects of tenders |
| | Contract documentation: drawings and specification, execution and issue |
| | Contract documentation: preparation and administration of construction contract documents, including facilitation of contract award. |
| | Records/minutes of all meetings other than bid specification and evaluation meetings |
| | Monthly project reports, including cash flow forecast and risk register. |
| | Issue of all drawings, deliverables and timesheets in alignment with the monthly invoice. |
| | Approval by the Employer to proceed to Stage 5 |
| | Issue of construction drawings |

**C3.1.5.1.12 Stage 5 – Contract Administration and Inspection**

[redacted]

The Service Provider shall provide those services and deliverables as indicated in the tables below to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team where applicable.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation as well as approval of samples.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

**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):

- B-BBEE Sub-Contract Expenditure Report (Annex 1)
- Joint Venture Expenditure Report (Annex 2)

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contactor's compliance with the sub-contracting conditions of the **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.

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

**The Service Provider must take note of the circumstances that requires specific approval of the Employer before executing any of his functions or duties as listed in the Contract Data of this contract and ensure that these are included into the construction contract.**

| **Services to include but not limited to:** |
|---|
| |
| Administer the building contract and perform the duties and obligations assigned to the principal agent in the JBCC building contract. |
| Arrange for and oversee the site handover, giving possession of the site to the contractor. |
| Issue all construction drawings, specifications and relevant documentation necessary to implement the construction works. |
| Prepare, track, revise and update schedules of predicted cash flow |
| |
| Prepare pro-active estimates of proposed variations for Employer decision making |
| Attend regular site, technical, progress and Employer management meetings |
| Monitor, review and approve the preparation of the construction programme by the contractor. |
| Regularly monitor performance of the contractor against the construction programme |
| Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof |
| Give input and facilitate community feedback sessions and stakeholder engagements as required to suit the specifics of each project. |
| Inspect the works for quality and conformity to contract documentation, on average once every week during the course of the works as described in more detail in 5.2.7 for Level 1: periodic construction monitoring |
| Review the outputs of quality assurance procedures and advise the contractor and Employer on the adequacy and need for additional controls, inspections and testing. |
| Adjudicate and advise Employer on financial claims by contractor(s) |
| Assist in the resolution of contractual claims by the contractor. |
| Establish and maintain a financial control system |
| Clarify details and descriptions during construction as required, generating additional design detail where deemed required and authorised by the Employer. |
| Interview the newly appointed Vehicle Operators, (who will be responsible for running and maintaining the depot), to ascertain their needs and finalise the layout of various offices in the admin and maintenance buildings, to meet their needs. |
| Prepare valuations for payment certificates to be issued by the Employer's agent |
| Issue payment certificates |
| Instruct, witness and review all tests and mock ups carried out both on and off site |
| Check and approve sub-contractor drawings, with joint Employer review where necessary. |

| Services to include but not limited to: |
|---|
| |
| Update and issue drawings register |
| Issue contract instructions as and when required |
| Review and comment on operation and maintenance manuals, guarantee certificates and warranties |
| Inspect the works, insure conformity to the contract documentation and issue practical completion and defects lists. |
| Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals |
| Assist the Employer to obtain the occupation certificate |
| Work with the contractor to compile a file of product specifications, complete with maintenance instructions and guarantees, for handover to the Employer and facilities manager on issue of the occupation certificate. |

| Deliverables to include but not limited to: |
|---|
| |
| Schedules of predicted cash flow |
| Issue of Construction documentation |
| Drawings register |
| Estimates for proposed variations |
| Contract instructions |
| Financial control reports |
| Valuations for payment certificates |
| Payment certificates |
| Progressive and draft final account(s) |
| Practical completion and defects list |
| All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities |
| Record of all meetings and issue of monthly written and bound project status reports. |
| Drawing register with each drawing issue and monthly summary. |
| Drawing up and monthly updates to a project schedule/program of works for both parts A and B |
| Specifications – where additional required |
| Services co-ordination – ongoing supervision throughout construction phase, where changes are triggered. |
| Council submission drawings – ensure approval does not lapse prior to start of construction. |
| Issue of Working drawings, schedules and all details required for construction, including further development or execution of additional drawings where required. |
| Records/minutes of all meetings |
| Monthly project reports, including cash flow forecast, risk register and construction photographs. |
| Issue of all drawings, deliverables and timesheets in alignment with the monthly invoice. |

#### C3.1.5.1.13 Stage 6 – Close Out

The Service Provider shall provide those services and deliverables as indicated in the tables below and any other Services necessary to complete the project close-out.

As-built plans/drawings shall be submitted to the Employer in electronic format. All drawings must be issued as AutoCAD dwg files as well as PDF's. Where Revit/BIM360 models have been developed for the purposes of this contract, these models are also to be supplied to the Employer. Electronic drawings must be accompanied by two complete set of paper prints of the primary drawings (plans, sections elevations and site plans including service coordination). All As-Built drawing Xrefs must be bound and plot styles to be provided.

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 Contract report should be concise but as complete as possible. Information already provided in the documents and other reports should not be repeated, instead appropriate references should be made.

The information to be included in the report shall include *inter alia:*

- Locality Plan
- Contract Information
    - Name and number of contract
    - Contractor and sub-contractor and key staff members
    - Professional Team (including consulting engineers and other members of the Professional Team) and key staff members

- Important contractual dates; handing over site, completion dates, dates when sections opened to traffic, maintenance periods for various sections

- Project Description
  - Overall description of project and main items of work
- Financial Details
  - final costs should be compared with the tendered amounts for both the total contract value, as well as for individual measurement sections in the Bill of Quantities
  - significant under or over expenditure should be discussed and elaborated on
  - significant differences between scheduled and actual final quantities should be discussed and elaborated on
  - Significant variations should be discussed in detail
- Technical Information
  - Technical aspects and details of the project should be discussed
  - Problems encountered and the solution thereof
  - Any design changes, delays and the reasons thereof are to be explained and discussed
  - Suggestions for improvements in future should be included
  - Aspects which could be addressed include design, tendering, documentation, materials and construction procedures
- Monitoring Sections
  - Where monitoring sections have been established details must be provided of the location of the sections, as well as the performance to date
- Contractors and Subcontractors Performance
  - Comments should be provided on expertise, progress, quality of work and equipment.
  - Note: Confidential information should not be included here but should be submitted separately to the Employer
- Photographic Record
  - Photographs should be included to illustrate the finished product, interesting aspects during construction and unusual problems during construction.
- As-built Drawings
  - A list of record as-built drawings shall be prepared and accompany the contract report together
  - An index of the as-built drawings shall be contained within the report itself

The contract report in draft form should be submitted to the Employer for approval within two months of the date on which the Completion Certificate is issued. All comments of the Employer shall be addressed and incorporated into the final contract report. Once the contract report has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document and two hard copies.

| **Services to include but not limited to:** |
|---|
| Drawing up and monthly updates to a project schedule/program of works for both parts A and B |
| Inspect and verify the rectification of defects. |
| Receive, comment and approve relevant payment valuations and completion certificates |
| Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties. |
| Prepare as-built drawings and documentation |
| Conclude the final accounts where relevant |

| **Deliverable to include but not limited to:** |
|---|
| Valuations for payment certificates |
| Works and final completion lists |
| Operations and maintenance manuals, guarantees and warranties |
| As-built drawings and documentation in both electronic (full set of all construction and detail drawings, council drawings and working model) and hardcopy format (of primary drawings only). All electronic drawings to be issued as PDF's as well as in a fully AutoCAD compatible format (.dwg). Where Revit models are created for the project, they should be shared with the client. |
| Final accounts |

**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, programming of design and financial control of all works included in the services, including assuming the role of Principal Agent on all construction contracts.

## C3.1.5.2 ADDITIONAL SERVICES

The following additional services listed below are required. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Pricing Data.

**C3.1.5.2.1**

i) The provision of services related to integration with stakeholders, where over and above the processes included in normal professional services.
ii) The provision of services related to geotechnical investigations.
iii) The provision of services in respect of topographical survey.
iv) The provision of services in respect of Traffic Counts.

**C3.1.5.2.2 Planning, Studies, Investigations and Assessments including Environmental Impact Assessments, Heritage Impact Assessments and Other Specialist Studies**

The Service Provider shall be responsible for conducting the above assessments and studies in accordance with the requirements of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA), the National Heritage Resources Act 25 of 1999, the Environmental Impact Assessment (EIA) Regulations and the relevant Specific Environmental Management Acts (SEMAs) (including the National Water Act No 36 of 1989) as amended or amplified upon in the project brief below.

**WEST DEPOT /STAGING FACILTY:** EIA/BAR, WULA and various other statutory processes will have commenced but need finalisation. Public and stakeholder participation (especially with the water and environmental services authorities) will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

Remuneration for these services will be made in accordance with the provision of time-based services (priced in Part C2 Pricing Data

**C3.1.5.2.3 Town Planning Services (Rezoning, Consolidation, Sub-division etc.)**

**WEST DEPOT /STAGING FACILTY:** Rezoning and other LUMS processes may require facilitation, having commenced, but requiring oversight and management until their conclusion.

The provision of town planning services by a registered Professional Planner as set out in the Planning Professional Act. No. 36 of 2002. The services provider will be required to obtain the required land use approvals so that the Project can be delivered.

The Town planner should have relevant experience in multiple facets of the Planning Profession and a very strong land use planning expertise, rezoning and with some involvement in public INFRASTRUCTURE IMPLEMENTATION projects, and knowledge of green building principles, must be clearly indicated. The activities to be undertaken by the Service Provider include:

- consult with stakeholders and other interested parties;
- negotiate with other professionals, such as surveyors and architects;
- research and design planning policies to guide applications;
- design layouts and draft design statements;
- use information technology systems such as CAD (computer-aided design) or GIS (geographical information systems);
- keep up to date with legislation associated with land use;
- schedule available resources to meet planning targets;

- write reports, which make recommendations or explain detailed regulations. These reports may be for a range of groups, from councils to regional assemblies, or members of the public.

**C3.1.5.2.4 Service Enquiries/Wayleave Applications and approvals**

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

**C3.1.5.2.5 Preferential Procurement and Targeted Participation**

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example CIDB documents for Civil (or other) construction contracts including but not limited to:

(a) the incorporation into the contract documentation of:
   i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
   ii) targeted participation goals in respect of targeted labour and/or resources.
(b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

**C3.1.5.2.6 Construction Monitoring**

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Architect or Engineer's Representative) on site. For this reason, it is specified that a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider as amended or amplified upon in the project brief.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement. Construction monitoring staff will be paid over the year end break, if applicable. The Employer's Agent's Representative shall be a qualified Architect/Engineer/Technologist/Technician with at least eight years' verifiable post graduate experience in construction monitoring, including a minimum of at least two building contracts of a similar nature with a construction value exceeding R60 000 000.00

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

**C3.1.5.2.7 Special inspections**

More intensive inspections and assessment of the works than the norm to assess compliance with specifications – for the Architectural aspects of the project, as described in Clause 1.2.1.2 of Board Notice 195 of 2011: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as amended or amplified upon in the project brief.

**C3.1.5.2.8 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 Employer's agent in terms of the Occupational Health and Safety Act, 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 Employer as contemplated in the Construction Regulations.

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 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, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/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).

**C3.1.5.2.9 Environmental Officer**

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:

(a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/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/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.

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals. Both depot sites in Parts A and B have significant environmental sensitivities to be taken into consideration. While the issues pertaining to Part A's sites will largely have been managed during the enabling works contract, the issues pertaining to Part B, such as wetlands, fauna and flora, will require careful attention and consideration during both design and construction.

The provision for conducting Environmental Impact Assessments, Heritage Impact Assessments and Other Specialist Studies shall be provided in accordance with the requirements of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA), the National Heritage Resources Act 25 of 1999, the Environmental Impact Assessment (EIA) Regulations and the relevant Specific Environmental Management Acts (SEMAs) (including the National Water Act No 36 of 1989) as amended or amplified upon in the Project brief above.

**C3.1.5.3 USE OF REASONABLE SKILL AND CARE**

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.

The Service Providers' attention is drawn to the fact that the proposed construction works will take place on and adjacent to public roadways in built-up areas. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the road users (pedestrian and vehicular) and adjacent property owners.

The presence of underground and overhead services shall require special attention and care during construction. The Service Provider is therefore required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The Service Provider shall be paid the sum of the products of each for the staff rates multiplied by the total staff time appropriate to that rate properly spent on the work in this Contract.

Access to all properties and shops adjacent to the work area must be maintained at all times. The safe accommodation of vehicular and pedestrian traffic along the existing road network and sidewalks must be maintained. All open trenches, services, material and machines must be protected and clearly marked.

In order to adequately provide safety to the general public in the vicinity of the work area, and to prevent injury to persons and damage to private property, the necessary precautions measures (such as hoarding, barricading, temporary traffic signs and warning lights etc.) shall be erected and maintained.

## C3.1.6. GENERAL

### C3.1.6.1 Time Frames and key Milestones

Critical Milestones and project deliverables set by the Employer in the Contract Data typically revolve around a) budget cycles, b) operational milestones, c) SACAP related work stage completion, deadlines pertaining to d) procurement processes and e) regulatory and statutory requirements and approvals.

a) The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme and projected financial forecast, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme and budget are adhered to, and to intervene timeously if necessary.

b) Operational milestones are aligned primarily with the delivery of bus fleet consignments of as well as hand over to the relevant Vehicle Operating Contractor (VOC) who will manage each facility, timeously such that the depot can be fitted out and fully operational, enabling roll out of the Ph2 MyCiTi services when scheduled.

c) The Service Provider should refer the bar chart timeline provided in Part C3.2 of this document as an estimate guideline of the Employers projected project program. The Service Provider shall submit a proposed program together with the tender submission and a fully developed Gant chart programme within 14 days of the contract award. Thereafter, they will be required to submit a monthly program and on special occasions as and when required by the Employer.

d) Other key deliverables include SACAP work stage completion, and include but are not limited to: completion of Council submission drawings, timeous submission to Council, Tender drawings, Draft and Final Tender document, construction drawings, tender evaluation report, and close out reports.

### C3.1.6.2 Penalties for late deliverables

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods, or to perform the services within the period(s) agreed in the agreed Project Program, the purchaser may, without prejudice to its other remedies under the contract, deduct from the monthly invoice, a penalty per day as specified in clause C1.3.12.1.

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

In addition to the dates agreed in the Project Program, the following time frames must be adhered to:

- Emails and electronic communications from the client: Acknowledgement within 24 hours of receipt
- All Minutes of meetings: Issue within 1 calendar week after the meeting
- Close out report and as-built drawings: 4 calendar weeks after project completion
- Final Approval Certificate: 1 calendar week after end of defects liability

Any delays, need to be communicated with the Employer's project manager and extension of timeframes for deliverables needs to be properly motivated and agreed upon.

The Employer reserves the right to instruct the service provider to fast track the implementation of any aspect of the project or part thereof. In such cases, the Employer will make this intension know at the PMT start-up meeting, or as soon after 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.

Failure to adhere to the agreed time frames and project deadlines for deliverables, without valid, agreed upon reasons will result in the implementation of penalties as per clause C1.3.12.1 until the required deliverable is submitted.

Deliverables that are more than two calendar weeks later 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, Employer may terminate the contract in terms of Clause 8.4.1 i) of the Contract Data. Penalties will be deducted on payment certificates.

### C3.1.6.3 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

**C3.1.6.4 Reporting Requirements**

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

**C3.1.6.5 REFERENCE DATA**

Electronic copies of the following documents are available for inspection during the tender period and will be made available to the appointed Service Provider for reference purposes:

- The IRT Ph2 Business Plan
- The IRT Ph2 System Plan

These documents will be made available throughout the tender period. Upon award, the current Ph2A Program will be issued by the Employer, and a Project Plan prepared by the Service Provider for approval. The Service Provider shall then be responsible for aligning their deliverables with the approved schedule and broader program milestone dates.

**C3.1.6.6 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

The Service Provider shall ensure that cognisance of all applicable national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

**C3.1.6.7 APPROVALS**

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

(a) Approval of the implementation programme for each Part of Works, from the Employer,
(b) Approval of the conceptual, preliminary and council submission drawings from the Employer,
(c) Approval of the project from Heritage Western Cape (*if required*),
(d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
(e) Approval of the detail design, drawings and contract document from the Employer,
(f) Wayleave approval from all service authorities,
(g) Approval of the accommodation of traffic plans from the Traffic Manager,
(h) Approval of the construction monitoring proposal from the Employer,
(i) In respect of time based services, approval of the allocation of staff from the Employer.
(j) Approval for the employment of specialist sub-consultants 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.

**C3.1.6.8 FORMAT OF COMMUNICATION / REQUIRED RESOURCES**

All requests for formal approval from the Employer, or any other authority, shall be submitted in writing in hardcopy format unless agreed otherwise. 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 in electronic format (e-mail).

All plans, monthly reports and meeting minutes, financial and other reports as well as contract and subcontractor documents submitted for approval shall be in hardcopy as well as electronic format. All

project documentation will furthermore be stored on a server or directory, set up and managed by the Service Provider, to which all project members, including the Employer, has access.

The Service Provider and all relevant member of the Project Team must have access to, and familiarity with, competent software for their specific field of expertise including and not limited to Architectural and Engineering drawing software, with is fully Autodesk compatible, e.g.: Autodesk AutoCAD/Revit or equivalent, structural analysis and vehicle movement modelling/tracking software, ArcGIS, MS Office Suite or compatible equivalent, project management, bill production software (WinQS or equivalent), financial control, etc. as well as Microsoft Outlook compatible software including Word, Excel, Power Point or equal compatible alternatives.

Details of the software packages that are available for use, as well as the proposed data storage/ server system to be utilised for this project, must be indicated on the schedule titled **Support Resources**, Part T2.2: Returnable Schedule 12. These resources are required to be in place and fully functional on the date of contract commencement.

**C3.1.7. PERSONNEL**

**KEY PERSONNEL**

The Service Provider shall maintain the involvement of the following key personnel, with the necessary qualification, professional registrations and relevant experience as the exigencies of this contract require:

Verification that these criteria have been met must be clearly indicated on the returnable schedule 10: and supported by the list of projects in the curriculum vitae submitted with the tender.

Unless otherwise specified, each role should be fulfilled by a different individual.

It should also be understood that the project will require more than just the key personnel in order to fulfil the tenderer's obligations within each discipline, and provision for all categories of staff should be allowed for, as required on the Schedule of rates C2.2

**C3.1.7.1** A **Project Manager** who is registered with at least *one* of the following:

- Registered Construction Project Manager (PrCPM) or Project Management Professional (PMP) with the South African Council for the Project and Construction Management Professions (SACPCMP)
- Professional Architect with the South African Council for the Architectural Profession (SACAP),
- Registered Pr.Eng/Pr. Tech Eng with the Engineering Council of South Africa (ECSA)

The Project Manager is required to have at least 8 (eight) years verifiable post professional registration experience, and have been involved with at least 3 projects during that period, in the role of leading multidisciplinary teams in the design of large scale complex building projects. At least one of these projects must have a total construction value of at least R60M (Sixty Million Rands VAT incl).

**C3.1.7.2 Principal Agent** who is registered as a Professional Architect with the South African Council for the Architectural Profession (SACAP) or Registered as a Professional QS with The Association of South African Quantity Surveyors (SACQSP) or Registered as a Registered Project Manager with the SA Council for the Project and Construction Management Professions (SACCMP), together with an accompanying building science degree, or Registered as a Professional Eng/Pr. Tech Eng with the Engineering Council of South Africa (ECSA).

This person (who may NOT be the same person as the Project Architect), must have at least 8 (eight) years verifiable post professional registration experience, and have been involved with at least 3 projects during that period, in the role of acting as a Principal Agent in terms of JBCC in the construction of large scale complex building projects with at least one project with a total construction value of at least R60M (Sixty Million Rands VAT incl).

**C3.1.7.3** A **Project Architect** (who is neither the Project Manager or the Principal Agent) who is registered as a professional Architect with the South African Council for the Architectural Profession (SACAP), with at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period, in the role of as a Professional Project Architect in the design of large scale complex buildings, with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl).

**C3.1.7.4 A Structural Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period, in the role of a Structural Engineer in design of large scale complex building structures with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl).

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.5** A **Civil Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period, involving the design of civil works required for large scale complex building projects with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl).
This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.6** A **Professional Quantity Surveyor** who is registered with The Association of South African Quantity Surveyors with at least 8 (eight) years verifiable post professional registration experience on large scale complex building projects with at least one project during that period with a construction value of at least R60M (Sixty Million Rands VAT incl).

This team member will be required to be competent and available to undertake all standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 163 of 2009: Amended guideline professional fees set out in the 2010 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website www.sacqsp.co.za), as amended or amplified upon in the project brief.

**ADDITIONAL SUPPORT PERSONNEL**

**C3.1.7.7** **An Electrical Engineer** who is registered as a Professional Engineer/Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), with at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period in the role of Electrical Engineer, designing electrical services for large scale complex buildings with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl).

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.8** A **Mechanical Engineer** who is registered as a Professional Engineer/Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), with at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period, in the role of Mechanical Engineer, designing mechanical services for large scale complex buildings with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl). This individual will be responsible for the design of rational fire systems and fire safety as well as all wet services in a building context.

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.9** A **Transportation Engineer** (who could also be the Civil Engineer) who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post professional registration experience, and has been involved with at least 3 projects during that period, in the role of designing transport related infrastructure required for large scale projects with at least one project with a construction value of at least R60M (Sixty Million Rands VAT incl).

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.10** A **Pavement Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post registration experience in the design of flexible and rigid pavements.

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

**C3.1.7.11** A **Professional Planner (Senior Town Planner)** who is professionally registered with SACPLAN (South African Council for Planners) in the Professional Planner category, with a minimum of six (6) years relevant post professional registration experience, and a minimum of 3 projects during that period in the relevant role fulfilling Town Planning services. This team member must have all the necessary competencies to act as a Town Planner on the project.

**C3.1.7.12** A Professional Construction **Health and Safety Agent** with at least 3 (three) years verifiable post professional registration experience, and a minimum of at least 2 projects in the construction (architectural/civil engineering) industry acting as the Employer's Agent. This individual must be fully cognizant of the current health and safety regulations including the Occupational Health and Safety Act of 1993, as well the OHS Officers responsibilities under the Construction Regulations 2014.

**Construction Health and Safety Manager:** must be a registered Construction Health and Safety Manager (CHSM)

**Construction Health and Safety Officer:** must be a registered Construction Health and Safety Officer (CHSO).

**C3.1.7.13** A **Professional Landscape Architect** who is registered as such with the South African Council for the Landscape Architectural Profession (SACLAP), with at least 6 (six) years verifiable post graduate experience, and has been involved with at least 3 projects during that period in the role of Professional Landscape Architect, in landscape design projects.

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages – January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as required to complete the works required in this contract, which include irrigation using borehole and recycled water systems.

**C3.1.7.14** An **Environmental Assessment Practitioner** who meets the requirements and has applied for registration with the Environmental Assessment Practitioners Association of South African (EAPASA) with at least 5 (five) years verifiable experience on construction projects involving the design and construction of large scale buildings, with at least one project having a total construction value of at least R60M (Sixty Million Rands VAT incl).

**An Environmental Control Officer:** The required personnel must have a relevant tertiary qualification and at least 3 (three) years verifiable experience of all works related to building construction work.

**Environmental auditor:** The required personnel must have an environmental auditing qualification and at least 3(three) years verifiable experience of all works related to large scale construction projects.

**C3.1.7.15** A **Public Participation Specialist** with a minimum of 6 (six) years' experience in managing and delivering public participation processes, and who has managed at least 3 (three) distinct public participation processes of major infrastructure initiatives. The Public Participation Specialist(s) must be fluent in English and Xhosa; multiple Specialists may be used to handle the different language requirements.

**C3.1.7.16 XA Specialist:** The required personnel must be recognised by council as an Approved Competent Person in terms of Regulation A19 for Duty 19, SANS 10400-XA (Rational design which demonstrates energy usage is equivalent to or better than that which would have been achieved by compliance with the requirements of SANS 10400) and have completed at least 3 x Duty 19 Energy compliance reports, with at least one on a large scale complex building project.

The Service Provider is required to adhere to the **Project mobilisation procedure:**
The Project Appointment Form (PAF) included overleaf, is to be completed by the Service Provider for all Personnel including Subcontractors and approved by the Employer before the Service Provider's Personnel perform any of the Services. Each employee allocated to the Services shall have a completed form in order for the associated costs to be invoiced on a monthly basis.

The Employer reserves the right to object (at any time) to the employment or utilisation of a member of the Service Provider's Personnel (or that of any Subcontractor) prior to the same being mobilised or deployed to the Services.

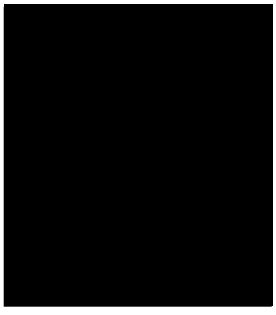
Should it become necessary to replace any of the key personnel listed, at the time of tender or during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer. A Personnel appointment/ mobilisation form (template over page), will be used to manage this process.

Please note that an incomplete form will not be approved by the Employer, this will delay invoicing. Please ensure the form is complete, correct and signed by the relevant parties.

The Service Provider's shall notify the Employer 14 (fourteen) Business Days in writing before any of the Service Provider's Personnel including Sub-consultants are to be demobilised from the Project.

The Service Provider may only demobilise Personnel including Subcontractors when written confirmation is received from the Employer.





| CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD | **PROJECT: IRT Ph2 DEPOT INFRASTRUCTURE DESIGN - PROFESSIONAL SERVICES**<br>**CONTRACT #.....**<br>**PERSONNEL APPOINTMENT FORM (PAF)**<br>**FOR THE APPOINTMENT OF KEY PERSONNEL, INCLUDING CHANGES AND DEMOBILISATION** | Service Provider Logo |
|---|---|---|

| **SECTION 1 : FORM OPTIONS** | | **SECTION 1 : DETAILS OF CITY LINE MANAGER** | |
|---|---|---|---|
| **MOBILISATION** | | **FULL NAME:** | |
| **MOBILISATION EXTENSION** | | **JOB TITLE:** | |
| **CHANGE OF POSITION** | | **DISCIPLINE/DEPARTMENT:** | |
| **CHANGE OF LOCATION** | | **FORM COMPLETED BY:** | |
| **RATE ADJUSTMENT** | | **DATE:** | |
| **DEMOBILISATION** | | **SUB Service Provider COMPANY:** | |

**SECTION 2 : EMPLOYEE (CONTRACTED PARTY APPOINTED AS KEY PERSONNEL) DETAILS**

| **FULL NAME:** | | **GENDER:** | |
|---|---|---|---|
| **KNOWN AS:** | | **I.D. / PASSPORT NUMBER:** | |

**SECTION 3 : POSITION DETAILS**

| **POSITION TITLE:** | | **MAIN AREA CODE:** | | | |
|---|---|---|---|---|---|
| **REPLACEMENT:** | | **PREVIOUS INCUMBENT:** | | **APPROVED ON ORG CHART:** | |
| **CURRENT LOCATION:** | | **PROPOSED LOCATION:** | | **SOURCING COMPANY:** | |
| **MOBILISATION DATE:** | | **DEMOBILISATION DATE:** | | **REVISED DEMOBILISATION DATE:** | |
| **MOBILISATION RATE:** | **BASE RATE:** | | **NEW PROPOSED RATE:** | **APPROVED BY Employer: (YES/NO)** | |
| **RATE ADJUSTMENT EFFECTIVE FROM:** | | **LINE MANAGER:** | | | |

**Motivation / Explanation for Resource Requirement OR Adjustmentment to key personnel**

**SECTION 4 : ADDITIONAL REQUIREMENTS** ***(Please note if an item is left blank, it is deemed NOT APPLICABLE)***

| **Home Location** | | **Fixed Work Area** | | **Subsistence Allowance** | | **Home Visits Required** | |
|---|---|---|---|---|---|---|---|
| **Accommodation Required** | | **Hardware** | | **Desktop Phone** | | **Cell Phone & Sim Card** | |
| **Transport Provided** | | **Digital Camera** | | **GPS** | | **Site Medical** | |
| **Induction/Visas** | | **Other Requirements** | | | | | |

**SECTION 5 : APPROVALS**

| **DATE MOBILISED:** | |
|---|---|

**Service Provider Project Manager Approval:**

| **Date:** | | **Signature:** | | **Comment:** | |
|---|---|---|---|---|---|
| **Name:** | | | | | |

**Employer Project Manager Approval:**

| **Date:** | | **Signature:** | | **Comment:** | |
|---|---|---|---|---|---|
| **Name:** | | | | | |

| **DATE DE-MOBILISED:** | |
|---|---|

**Service Provider Project Manager Approval:**

| **Date:** | | **Signature:** | | **Comment:** | |
|---|---|---|---|---|---|
| **Name:** | | | | | |

**Employer Project Manager Approval:**

| **Date:** | | **Signature:** | | **Comment:** | |
|---|---|---|---|---|---|
| **Name:** | | | | | |

Please note that an incomplete form will not be approved by the Employer, this will delay invoicing. Please ensure the form is complete, correct and signed by the relevant parties.

[redacted]

The multidisciplinary services to be provided in terms of this Project are inextricably linked to the Employer's three-year capital budget cycles. It is envisioned that the three-year cycle commencing, 1 July 2022 to 30 June 2025, will be exceeded to allow for a realistic construction period. Construction work is likely to be finalised between Q3 2026 and Q3 2027. All services to be provided and construction works to be executed shall therefore be programmed as such.

The City is therefore compelled to undertake the Section 33 process in line with the Municipal Management Finance Act 2003. Although much of this process will be done in parallel with the procurement process, a Service Provider will only be appointed once all the necessary approvals from the Section 33 are in place.

All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial years (which run from 1 July to 30 June the following year).

The Employer intends to complete the full Scope of Work making full use of the budget allocation and the Employer intends to employ the Service Provider for the full duration as defined above. However, it should be noted that the Employer's budget is subject to periodic review, and the project is budget dependent.

Should it become necessary to vary the scope of work or even suspend or terminate 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.

Should funding in any financial year not become available, the Employer reserves the right to limit the extent of services to the current financial year only without incurring penalties.

For tendering and evaluation purposes it has been assumed that any additional land to be acquired may be obtained/transferred from existing City of Cape Town land holdings, and no cost has been assigned to the procurement thereof.

For tendering and evaluation purposes it has been assumed that the total escalated construction cost for the construction work is R150,000,000.00 exclusive of VAT.

The estimated breakdown of the percentage of work per discipline required for Item 1.1, per the requirements of the Scope of Work, has been tabulated below as a guide only.

| **Discipline** | **PERCENTAGE SPLIT** |
|---|---|
| Architectural | [redacted] |
| Quantity Surveying | |
| Structural | |
| Mechanical | |
| Electrical | |
| Civil Work | |
| Landscaping | |
| Environmental | |
| Public Participation | |
| Health and Safety | |
| Total | 100% |

[redacted]

### C3.1.8. PROJECT MEETINGS

#### C3.1.8.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

#### C3.1.8.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/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/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

#### C3.1.8.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, 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.

#### C3.1.8.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, 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**.

#### C3.1.8.5 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.

#### C3.1.8.6 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/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Pricing Data).

### C3.1.9. 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. Payment will be effected within 30 days of the date on the tax invoice.

### C3.1.10. 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/negligence of the Service Provider.

# C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report
Annex 2: Joint Venture Expenditure Report

## ANNEX 1

## CITY OF CAPE TOWN

**CONTRACT NO. AND NAME:** 213C/2021/22 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG

**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*** | % |

[1]Documentory evidence to be provided

**Signatures**

**Declared by Service Provider to be true and correct:** ..... **Date:** .....

**Verified by Employer's Representative:** ..... **Date:** .....



[redacted]

## ANNEX 2

## CITY OF CAPE TOWN

**CONTRACT NO. AND NAME:** 213C/2021/22 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF IRT DEPOT FACILITY, WYNBERG

**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 Status Level of each JV 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 Service Provider to be true and correct:** ..... **Date:** .....

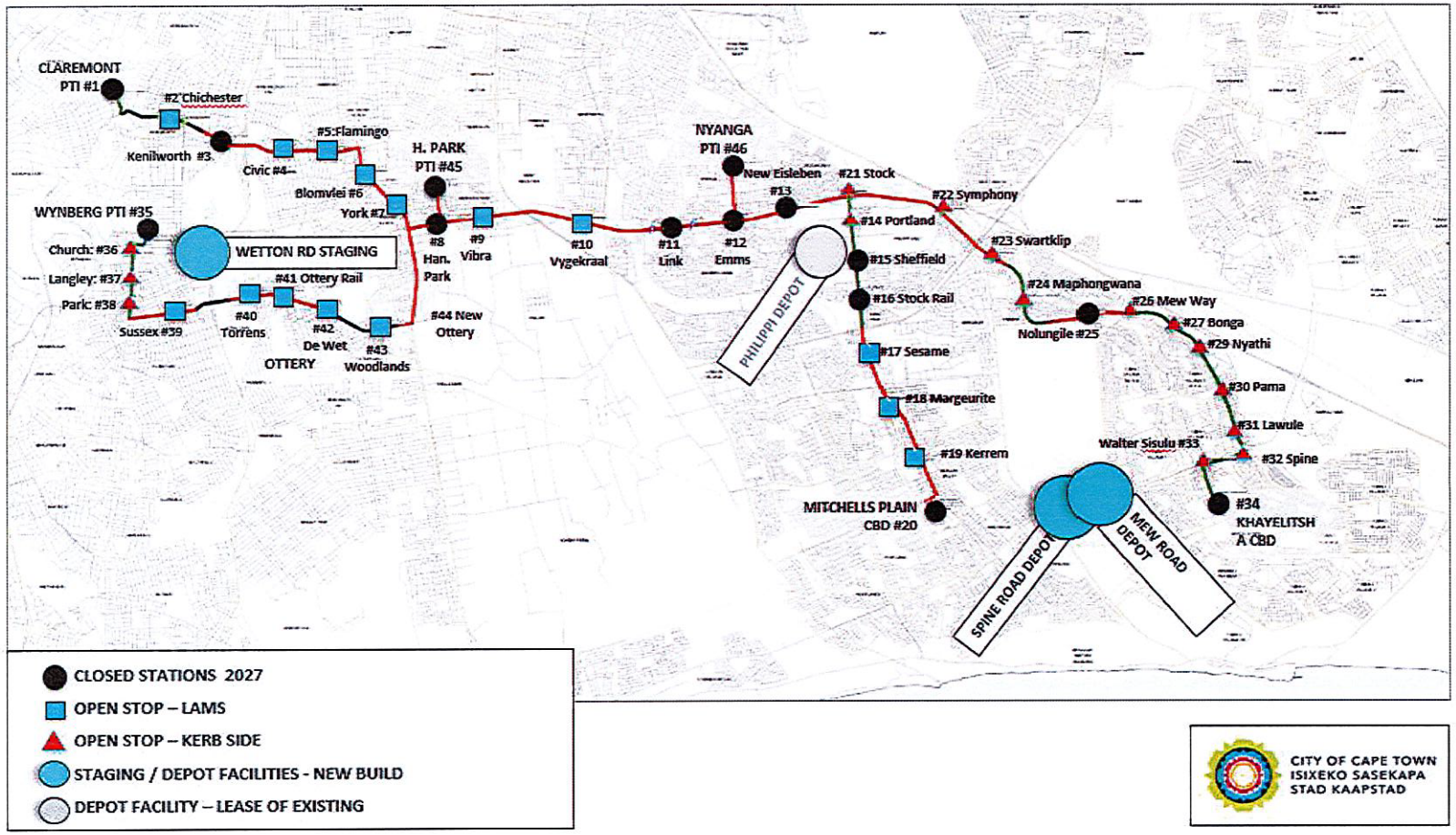
**Verified by Employer's Representative:** ..... **Date:** .....



[redacted]

## PART C4: SITE INFORMATION

### C.4.1 IRT PH2A: DEPOT LOCATIONS RELATIVE TO THE TRUNK ROUTE



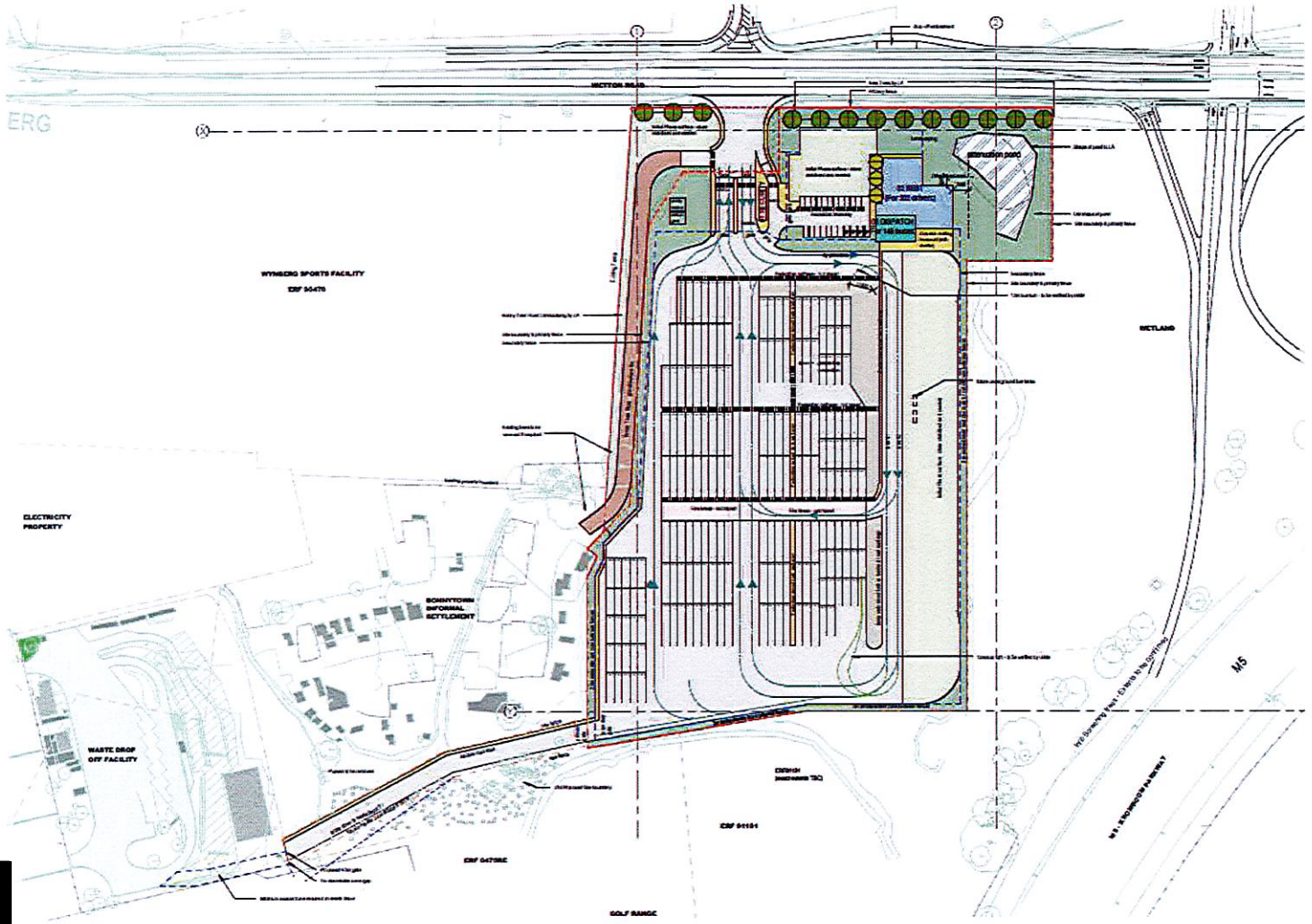
## C.4.2 WYNBERG STAGING FACILITY – SITE LAYOUT

- AT THE TIME OF TENDER COMPILATION:
- ENVIRONMENTAL FEASIBILITY STUDIES WERE UNDERWAY

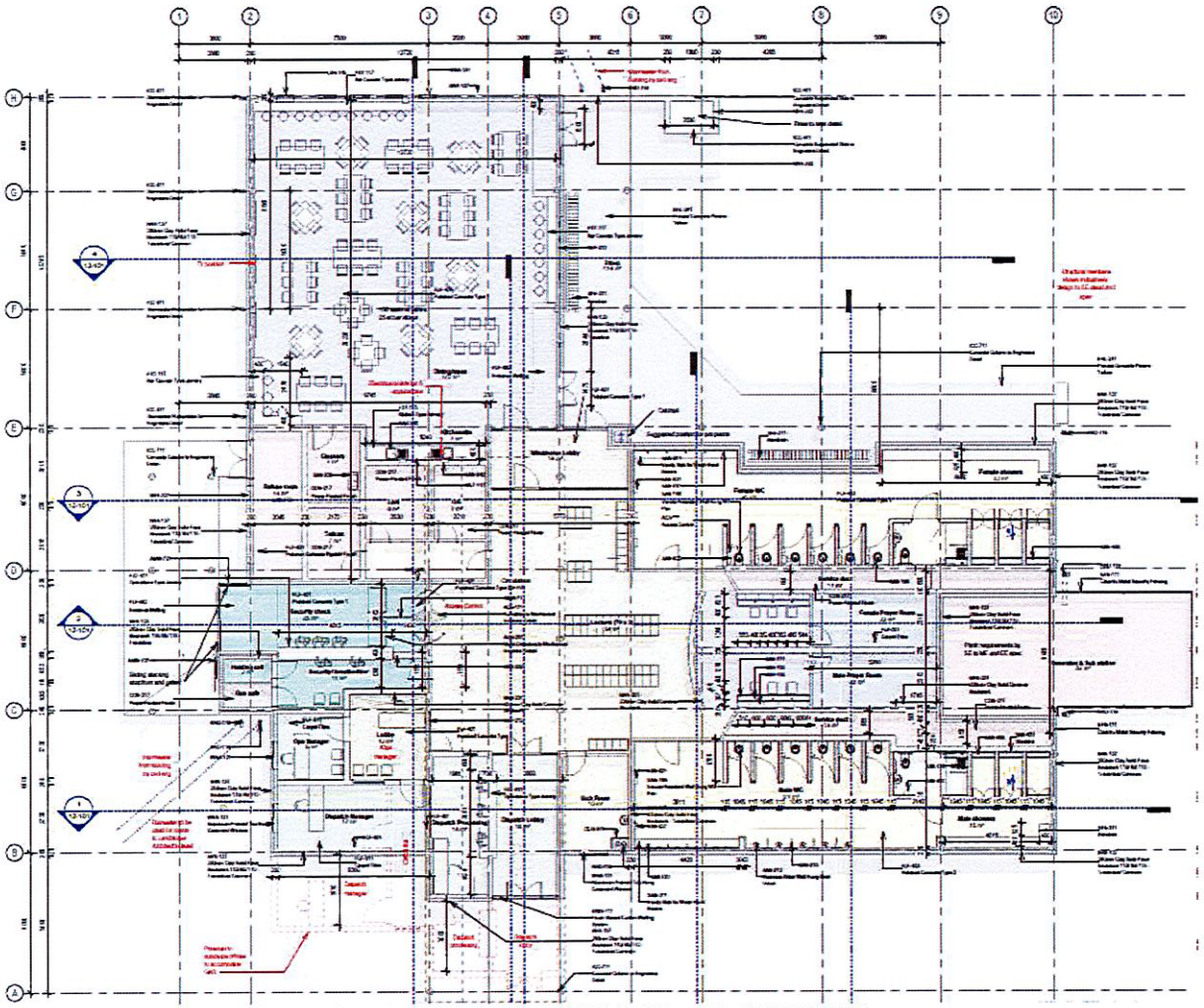
- AT THE TIME OF CONTRACT AWARD IT IS PLANNED THAT:
- CONCEPT DESIGN WILL BE COMPLETE
- THE BASIC ASSESMENT WILL HAVE COMMENCED
- REZONING/CONSOLIDATIO N/SUBDIVISION WILL HAVE COMMENCED

[redacted]

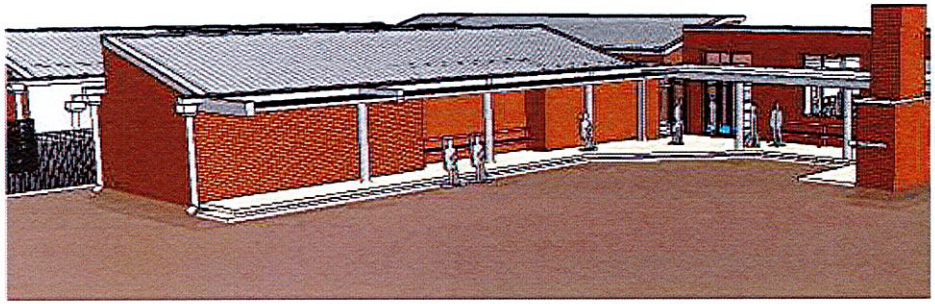
## C.4.3 WYNBERG STAGING FACILITY – LAYOUT PLAN

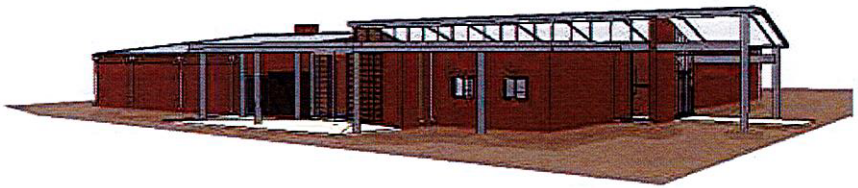


## C.4.4 WYNBERG STAGING FACILITY – CONCEPT DRAWINGS AND 3D IMAGERY



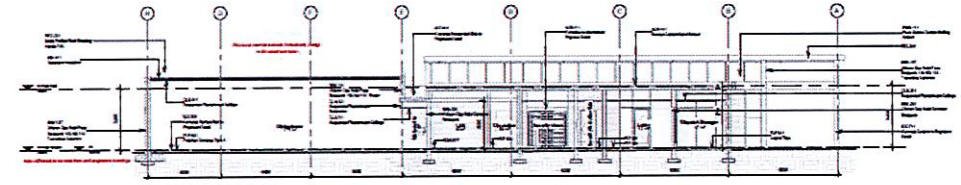
DRIVERS REST FACILITY – PLAN VIEW



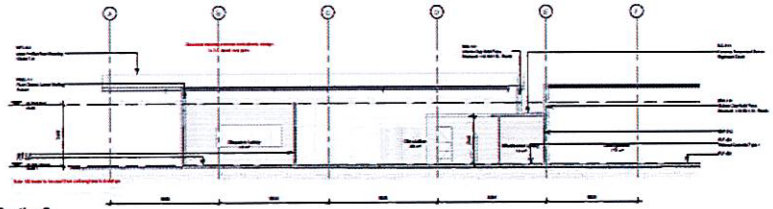


DRIVERS REST FACILITY – 3D'S

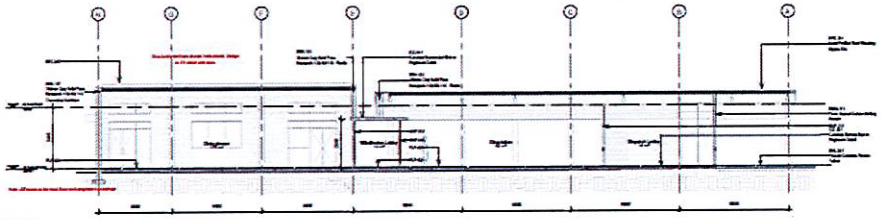
[redacted]



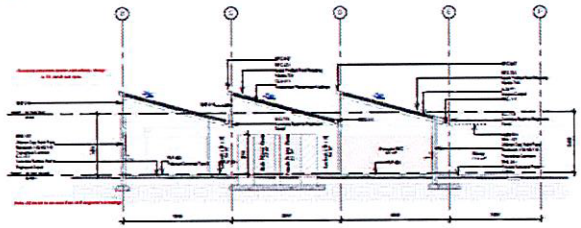
① Section 1
1 : 100



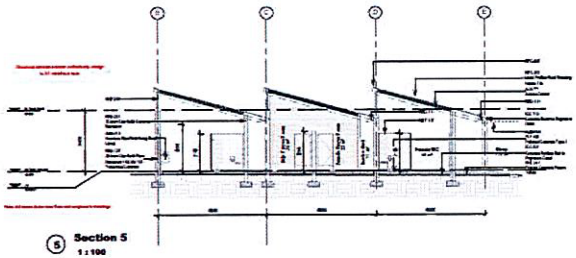
② Section 2
1 : 100



③ Section 3
1 : 100



④ Section 4
1 : 100



⑤ Section 5
1 : 100

DRIVERS REST FACILITY - SECTIONS

[redacted]