

VEHICLE OPERATOR AGREEMENT FOR MyCiTi PHASES 1A AND 1B

between

THE CITY OF CAPE TOWN
("the City")

and

Registration Number [REDACTED]
("the Operator")

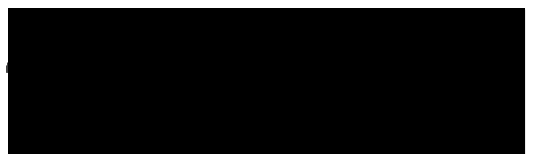
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PART A - PRELIMINARY

1. Interpretation and definitions

1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:

1.1.1 **"6m Kilometre Rate"** means the agreed rate per kilometre for 6m Vehicles as specified in Table 1 of the Operator Specific Addendum;

1.1.2 **"6m Services"** means that portion of the Services relating to 6m Vehicles as described more fully in clause 13 and the Operational Specifications Schedule;

1.1.3 **"6m Vehicle"** means a vehicle designed or modified to convey between 13 and 16 passengers, built for public transport use and which complies with the requirements of the South African Bureau of Standards;

1.1.4 **"6m Vehicle Costs"** means, excluding Fixed Costs in relation thereto, all other costs pertaining to 6m Vehicles including, when applicable, the capital costs of purchasing the 6m Vehicles;

1.1.5 **"9m Kilometre Rate"** means the agreed rate per kilometre for 9m Vehicles as specified in Table 1 of the Operator Specific Addendum;

1.1.6 **"9m Vehicle"** means a vehicle approximately 9 metres in length designed or modified to convey a maximum of 50 passengers and which is "low entry", with doors on both sides;

1.1.7 **"12m Airport Route Kilometre Rate"** means the agreed rate per kilometre for 12m Vehicles, when used on the airport Route, as specified in Table 1 of the Operator Specific Addendum;

1.1.8 **"12m Other Routes Kilometre Rate"** means the agreed rate per kilometre for 12m Vehicles, when used on Routes other than the airport Route, as specified in Table 1 of the Operator Specific Addendum;

1.1.9 **"12m Vehicle"** means a Trunk Vehicle or Feeder Vehicle, approximately 12 metres in length designed or modified to convey a maximum of 94 passengers and which may be "high or low floor", with doors on both sides;

- 1.1.10 **"18m Kilometre Rate"** means the agreed rate per kilometre for 18m Vehicles as specified in Table 1 of the Operator Specific Addendum;
- 1.1.11 **"18m Vehicle"** means an articulated Trunk Vehicle, approximately 18 metres in length designed or modified to convey a maximum of 146 passengers and which is "high floor", with doors on both sides;
- 1.1.12 **"Act"** means the National Land Transport Act, 5 of 2009;
- 1.1.13 **"Additional Vehicles"** means the additional Vehicles acquired in terms of clause 12.2;
- 1.1.14 **"Advertising Management Agreement"** means the agreement entered into between the City and the Advertising Management Contractor which shall regulate advertising on the Vehicles and Stations;
- 1.1.15 **"Advertising Management Contractor"** means the advertising management contractor appointed in terms of the Advertising Management Agreement;
- 1.1.16 **"Affected Taxi Associations"** means the affected taxi associations specified in the Operator Specific Addendum;
- 1.1.17 **"Agreement"** means this agreement read together with the Operator Specific Addendum as amended from time to time in terms of clause 80 and includes the Annexes;
- 1.1.18 **"Allocated Kilometres"** means the kilometres allocated to the Operator, collectively in respect of all Vehicle types, as specified in the relevant total in Table 2 of the Operator Specific Addendum (as adjusted by the City in accordance with clause 5.3) and furthermore as may be adjusted solely for purposes of the allocation of Additional Services;
- 1.1.19 **"Annexes"** means the annexes attached to this Agreement;
- 1.1.20 **"Another Operator" or "Other Operator"** means another operator or other operator as defined in the Operator Specific Addendum or any other vehicle operator appointed by the City to operate *MyCiTi*-related public transport services, unless expressly excluded in writing by the Commissioner;
- [REDACTED]

- 1.1.21 **"Applicable Law"** means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by any authority in terms of any of the foregoing;
- 1.1.22 **"APTMS"** means the advanced public transport management system as specified in the Operational Specifications Schedule;
- 1.1.23 **"APTMS Unit"** means the part of the APTMS located on-board each of the Vehicles;
- 1.1.24 **"Association Based Companies"** means the shareholders of the Operator as at the Commencement Date;
- 1.1.25 **"Authorised Representatives"** means persons authorised in writing by the City and the Operator respectively, as contemplated in terms of clause 54 and which shall, in the case of the City include the Transport Controller and in the case of the Operator, the Operations Coordinator;
- 1.1.26 **"Automatic Fare Collection Agreement"** means the agreement entered or to be entered into between the City and the automatic fare collection contractor which shall regulate the implementation of an automatic fare collection system;
- 1.1.27 **"Automatic Fare Collection Contractor"** means the contractor who shall be responsible for designing, implementing, maintaining and operating the equipment on the Vehicles and at the Stations in accordance with the Automatic Fare Collection Agreement;
- 1.1.28 **"Base Month"** means November 2012;
- 1.1.29 **"BEE Controlled Company"** means a BEE controlled company as defined in Schedule 1: Interpretation and Definitions of the BBBEE Codes;
- 1.1.30 **"BEE Owned Company"** means a BEE owned company as defined in Schedule 1: Interpretation and Definitions of the BBBEE Codes;

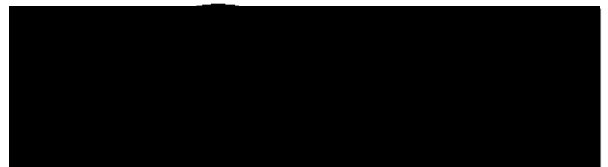
- 1.1.31 **"BBBEE Act"** means the Broad-based Black Economic Empowerment Act, 23 of 2003;
- 1.1.32 **"BBBEE Codes"** means the codes of good practice on BBBEE issued by the Department of Trade and Industry in terms of the BBBEE Act;
- 1.1.33 **"Black Enterprise"** means a company that qualifies as both a BEE Controlled Company and BEE Owned Company;
- 1.1.34 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.1.35 **"Business Rescue"** means, as defined in section 128(1)(b) of the Companies Act 2008, provided that the term "Financially Distressed" shall be interpreted in accordance with the provisions of clause 1.1.70;
- 1.1.36 [REDACTED] Proprietary Limited registration number [REDACTED]
- 1.1.37 **"Capacity"** means the maximum number of passengers that may lawfully be carried in a particular Vehicle, including all seated and standing passengers;
- 1.1.38 **"Charter Services"** means a charter service which involves the private hire of Vehicles and which are not Event Services;
- 1.1.39 **"City"** means the City of Cape Town, a metropolitan municipality as contemplated in section 1 of the Local Government: Municipal Structures, Act 117 of 1998 and where relevant acting through Transport for Cape Town, of Civic Centre, 12 Hertzog Boulevard, Cape Town, or its successor-in-title or assigns as contemplated in clause 88.2 below;
- 1.1.40 **"City Vehicles"** means the vehicles purchased by the City in terms of the Vehicle Sale Agreement(s), to be made available to the Operator, for purposes of rendering the Services and specified in the Operational Specifications Schedule and may include the Additional Vehicles or Replacement Vehicles, as the case may be;
- [REDACTED]

- 1.1.41 **"City Vehicle Supplier"** means such entity which sells or otherwise supplies City Vehicles to the City in terms of a Vehicle Sale Agreement, including but not limited to [REDACTED]
- 1.1.42 **"Commencement Date"** means the date on which the Services shall commence as notified by the City by way of a Service Notice;
- 1.1.43 **"Commissioner"** means the Commissioner of Transport for Cape Town, from time to time;
- 1.1.44 **"Companies Act"** means the Companies Act 71 of 2008;
- 1.1.45 **"Compensation Offers"** means the written offers of compensation made by the City to members of the Affected Taxi Associations;
- 1.1.46 **"Conditions Precedent"** means the conditions precedent in clause 3;
- 1.1.47 **"Confidential Information"** means all information, without limitation, of whatsoever nature:
- 1.1.47.1 relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
- 1.1.47.2 relating to the relationship of the Disclosing Party with its customers and suppliers; or
- 1.1.47.3 relating to the contents of this Agreement and any other information received pursuant to this Agreement,
- but excludes information which:
- 1.1.47.4 is required to be disclosed under any law or regulation, or by any governmental or competent authority, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
- [REDACTED]

- 1.1.47.5 is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- 1.1.47.6 the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- 1.1.47.7 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- 1.1.47.8 was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- 1.1.47.9 is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- 1.1.47.10 is developed independently by the Receiving Party without reference to the Confidential Information,

it being recorded that, for purposes of this clause 1.1.47:

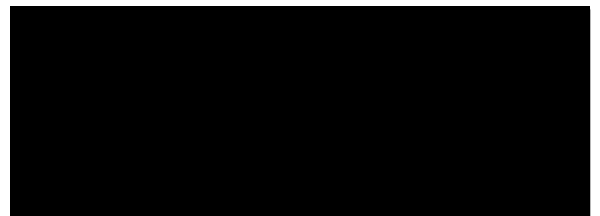
- 1.1.47.11 **"Disclosing Party"** means the Party disclosing Confidential Information to the Receiving Party; and
- 1.1.47.12 **"Receiving Party"** means the Party receiving Confidential Information from the Disclosing Party;



- 1.1.48 **"Consideration"** means the total aggregate amount payable to the Operator for Services rendered under this Agreement which shall consist of:
- 1.1.48.1 Fixed Costs;
- 1.1.48.2 Driver-related Costs;
- 1.1.48.3 Vehicle-related Costs;
- 1.1.48.4 Kilometre-related Costs (for the relevant Vehicle type);
- 1.1.48.5 6m Vehicle Costs; and
- 1.1.48.6 Provisions;
- 1.1.49 **"Control Centre"** means the control centre operated by the City, as contemplated in clause 52;
- 1.1.50 **"Costs Adjustment Schedule"** means the costs adjustment schedule attached hereto as Annexe I;
- 1.1.51 **"CPI"** means the consumer price index for the Western Cape Province, as published by Statistics South Africa, or its successor-in-title from time to time (<http://www.statssa.gov.za>);
- 1.1.52 **"Day"** means a calendar day;
- 1.1.53 **"Depot/s"** means the immovable properties utilised by the Operator as depots for the Vehicles, together with such fixtures and fittings as described in the Operational Specifications Schedule, or as otherwise authorised by the City and shall, for the avoidance of doubt, include a depot provided by the City or Another Operator and a Staging Area, depending on the context;
- 1.1.54 [REDACTED] **"Software System"** means the software system, including updates, upgrades and new releases, used by the City to amongst other things, generate an optimised integrated public transport schedule with respect to the use of Vehicles and Drivers or alternative software or mechanisms for fulfilling a similar function;
- [REDACTED]

- 1.1.55 **"Driver-related Costs"** means the driver-related costs of the Operator required for purposes of rendering the Services and which are directly linked to the number of Drivers utilised by the Operator as determined by the City using the [REDACTED] Software System (which software shall be programmed with assumptions which comply with prevailing employment legislation or bargaining council collective agreements as they apply to the bus industry generally from time to time);
- 1.1.56 **"Driver-related Rate"** means the agreed driver-related rate as specified in Table 1 of the Operator Specific Addendum;
- 1.1.57 **"Drivers"** means those Employees who drive and operate the Vehicles;
- 1.1.58 **"Drivers' Pool Schedule"** means the schedule setting out the name, identity number or passport number, driver's licence number and licence code(s) of each Driver, to be furnished by the Operator to the City as contemplated in terms of clause 23.3;
- 1.1.59 **"Effective Date"** means the date upon which the last of the Conditions Precedent have been fulfilled or waived, as the case may be;
- 1.1.60 **"Employees"** means the employees of the Operator, or of any subcontractor contracted by the Operator to perform a part of the Service;
- 1.1.61 **"Encumbrance"** means:
- 1.1.61.1 any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person; or
- 1.1.61.2 any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- 1.1.61.3 any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest; [REDACTED]

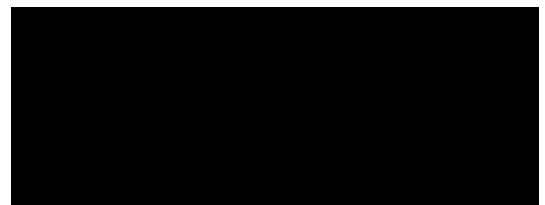
- 1.1.62 **"Engineering Kilometres"** means kilometres travelled in respect of Vehicle testing, maintenance, repairs, positioning to and from Vehicle Suppliers, training and staff transport, for which the Operator shall not be compensated;
- 1.1.63 **"Entity"** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.64 **"Event and Charter Services Payment Schedule"** means the schedule setting out the payment mechanisms for Event and Charter Services, attached to the Operator Specific Addendum;
- 1.1.65 **"Event of Force Majeure"** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes, lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.66 **"Event Service"** means a transport service for an event, approved by the City and recorded in the City's event calendar during the currency of this Agreement;
- 1.1.67 **"Fare Payment Unit"** means that part of the automatic fare collection system located on-board each of the Vehicles;
- 1.1.68 **"Feeder Route"** means the Routes predominantly designed to transport passengers to Trunk Routes as described in the Operational Specifications Schedule;
- 1.1.69 **"Feeder Vehicles"** means Vehicles predominantly used along Feeder Routes;
- 1.1.70 **"Financially Distressed"** means that:



- 1.1.70.1 it appears to be reasonably unlikely that the Operator will be able to pay all of its debts as they become due and payable within the immediately ensuing 6 Months; or
- 1.1.70.2 the Operator's liabilities exceed its assets by more than 15% at any time,
- and "**Financial Distress**" shall have a corresponding meaning;
- 1.1.71 "**Financial Year**" means, at any time, the financial year of the Operator as specified in the Operator Specific Addendum;
- 1.1.72 "**Fixed Costs**" means the fixed costs of the Operator as specified in Table 1 of the Operator Specific Addendum;
- 1.1.73 "**Fleet**" means all Vehicles required to provide the Services as contemplated in this Agreement (and for the avoidance of doubt shall include the Initial Fleet, the 6m Vehicles and if applicable, the Additional Vehicles and Replacement Vehicles);
- 1.1.74 "**Guaranteed Kilometres**" means the percentage of Allocated Kilometres which the City guarantees as Scheduled Kilometres as more fully set out in clauses 7.1.1, 7.1.2 and 7.1.3;
- 1.1.75 "**Handover of City Vehicles Agreement**" means the agreement governing handover of City Vehicles by the Operator to third parties or Another Operator, depending on the context, annexed hereto as Annexe J;
- 1.1.76 "**Independent Transport Expert**" means an independent person having specialised knowledge of the matters at issue in any of the circumstances where the use of such expert is contemplated in this Agreement, to be appointed by agreement between the Parties following written request therefor by the requesting Party from the List of Transport Experts, or, failing such agreement within 48 hours of receipt of the said written request, such person selected by the City from the List of Transport Experts. The decision of the Independent Transport Expert shall be final and binding on the Parties and the costs of the Independent Transport Expert shall be borne by the Party against whom a dispute is decided, unless the Independent Transport Expert, on reasonable grounds, rules otherwise;
- [REDACTED]

- 1.1.77 **"Independent Vehicle Maintenance Assessor"** means the independent vehicle maintenance assessor as agreed to between the Parties, or failing such agreement within 3 Days of request by either Party, such person nominated in writing by a senior partner of Deloitte (Cape Town), provided that such Deloitte partner shall have at least 10 years consultancy experience in the automotive or transport sectors and failing such person, such expert nominated by the senior partner of Deloitte (Cape Town);
- 1.1.78 **"Independent Vehicle Valuator"** means the independent vehicle valuator as agreed to between the Parties, or failing such agreement within 3 Days of request by either Party, such person nominated in writing by a senior partner of [REDACTED] (Cape Town), provided that such [REDACTED] partner shall have at least 10 years consultancy experience in the automotive or transport sectors and failing such person, such expert nominated by the senior partner of [REDACTED] (Cape Town);
- 1.1.79 **"Initial Fleet"** means the Vehicles identified in Tables C3, C4 and C5 of the Operational Specifications Schedule;
- 1.1.80 **"Initial Maintenance Period"** means in relation to the City Vehicles supplied by Volvo prior to the Commencement Date and in relation to the 9m City Vehicles, the periods contemplated in Table C7 of the Operational Specifications Schedule in respect of each such Vehicle;
- 1.1.81 **"Intellectual Property"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, 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;
- [REDACTED]

- 1.1.82 **"Interim Contract"** means the interim vehicle operator contract and the addendum concluded in and during 2011, 2012 and 2013 between the City and the Operator for the provision of the Services envisaged by Milestone 0, Phase 1A of the IRT System;
- 1.1.83 **"Invoice"** means a valid tax invoice as contemplated in clause 10, substantially in the form attached hereto as Annexe D, as amended from time to time;
- 1.1.84 **"IRT System"** means the integrated rapid transit system as contemplated in clause 2.1;
- 1.1.85 **"Kilometre-related Costs"** means the kilometre-related costs of the Operator in respect of all 18m Vehicles, 12m Vehicles, 9m Vehicles and where applicable, 6m Vehicles, required for purposes of rendering the Services and which are determined having regard to the number of Scheduled Operated Kilometres;
- 1.1.86 **"Kilometre-related Rate"** means the kilometre-related rate applicable to the relevant Vehicle type depending on the context, as specified in Table 1 of the Operator Specific Addendum;
- 1.1.87 **"List of Transport Experts"** means a panel of Independent Transport Experts to be agreed upon by the Parties in writing, as soon as possible after the Effective Date. If the Parties are unable to agree the list of transport experts by the time a first request from a Party is made to refer a dispute to an Independent Transport Expert, or if there are fewer than eight independent transport experts specified on such list, then either Party may request the list of transport experts to be determined by the CSIR Research Group Leader for Passenger Transport Operations or, if he fails to do so within 10 Business Days of being requested to do so, a person nominated by the Head of Department of Public Works, Western Cape Provincial Government;
- 1.1.88 **"Major Part/s"** means in relation to a Vehicle, the engine, gearbox and/or differential;



- 1.1.89 **"Milestone"** means each step envisaged for the roll-out of the Services for Phases 1A and 1B during the currency of this Agreement as described more fully in the Operational Specifications Schedule and as set out in the table below:

Milestone	Projected start date of roll-out	Projected end date of roll-out	Outer Date for completion
0	Already in operation		
1	14 September 2013	30 November 2013	31 March 2014
2	28 September 2013	12 October 2013	31 March 2014
3	2 November 2013	26 April 2014	31 July 2014
4	14 December 2013	10 May 2014	31 August 2014
Phase 1B	5 July 2014	30 November 2014	31 March 2015

- 1.1.90 **"Milestone 0"** means the first Milestone of the IRT System, including:

- 1.1.90.1 the interim services in the inner city,
- 1.1.90.2 the interim services between Cape Town International Airport and the Civic Centre Station, and
- 1.1.90.3 the interim services in Table View and between Table View and the Civic Centre Station;

- 1.1.91 **"Milestone 1"** means the expansion of the IRT System into the inner city, the Atlantic Seaboard (including Sea Point and Camps Bay) and Routes between the inner city and Hout Bay;

- 1.1.92 **"Milestone 2"** means the extension of the Civic Centre to the Table View Trunk Route to Wood Station along Blaauwberg Road, the Trunk Route to Montague Gardens via Racecourse Road, operation of the permanent Feeder Routes in Table View, Montague Gardens and Century City and an interim Feeder Route between Du Noon, Montague Gardens and Century City areas;

- 1.1.93 **"Milestone 3"** means the extension of the IRT System by the addition of Atlantis Trunk Routes and Feeder Routes with a connection to Melkbosstrand;

- 1.1.94 **"Milestone 4"** means the extension of the IRT System by extending the Civic Centre to Table View Trunk Route to Du Noon;
- 1.1.95 **"Month"** or **"Monthly"** means a calendar month;
- 1.1.96 **"Municipal Entity"** means a municipal entity as established in terms of the Local Government: Municipal Systems Act, 32 of 2000 for the purposes of providing the transport functions assigned to it by the City in accordance with the parameters of the Act, to which any rights and/or obligations under this Agreement have been assigned;
- 1.1.97 **"National Treasury"** means the national treasury established in terms of section 5 of the Public Finance Management Act, 1 of 1999;
- 1.1.98 **"New Operator"** means an operator appointed by the City to replace the Operator or Another Operator, either through the initiation of a tender process or otherwise, to render the Services or part thereof as contemplated in this Agreement;
- 1.1.99 **"Operating Licence"** means any licence, consent or permit required by the Operator to provide the Services in terms of the Act;
- 1.1.100 **"Operational Specifications Schedule"** means the schedule annexed hereto as Annexe B;
- 1.1.101 **"Operations Coordinator"** means a senior Authorised Representative of the Operator specifically authorised to take operational decisions on behalf of the Operator and to liaise with the Transport Controller and which function may be delegated to any other Authorised Representative of the Operator;
- 1.1.102 **"Operator"** means the operator as defined in the Operator Specific Addendum;
- 1.1.103 **"Operator Vehicles"** means the 6m Vehicles and those Vehicles which are procured by the Operator in terms of this Agreement, but excluding the City Vehicles;
- 1.1.104 **"Other MyCiTi Contractors"** means collectively, the Automatic Fare Collection Contractor, the SM Contractor, Advertising Management [REDACTED]

Contractor and any other contractors (excluding the Other Operators) appointed by the City and required to implement the IRT System;

- 1.1.105 **"Outer Date"** means in relation to each Milestone, the relevant date specified in the table in clause 1.1.89;
- 1.1.106 **"Party"** means a party to this Agreement;
- 1.1.107 **"Payment Calculation Schedule"** means the payment calculation schedule attached hereto as Annexe H;
- 1.1.108 **"Peak Vehicles"** means the aggregate number of 9m Vehicles, 12m Vehicles and 18m Vehicles required to be operated according to the Schedule during the highest peak operating period from Monday to Friday (excluding Event Services and Charter Services) as determined by the City using the [REDACTED] Software System;
- 1.1.109 **"Penalties"** means the amounts to be deducted from the Monthly Consideration pursuant to particular service level failures as set out in the Service Levels and Penalties Schedule and in accordance with clause 17;
- 1.1.110 **"Performance Guarantee"** means the performance guarantee to be provided by the Operator as contemplated in clause 6;
- 1.1.111 **"Performance Guarantee Schedule"** means the schedule attached to the Operator Specific Addendum, indicating the Performance Guarantee amounts and payment intervals;
- 1.1.112 **"Phase 1A"** means Milestone 0 to Milestone 4, both inclusive;
- 1.1.113 **"Phase 1B"** means the replacement of the interim Feeder Route between Du Noon, Montague Gardens and Century City with a permanent Trunk Route linking Du Noon to Century City via Montague Gardens supported by the following feeder services, namely: Montague Gardens to Salt River Rail Station via Koeberg and Voortrekker Roads and feeder services within Edgemoed, Bothasig, Summer Greens and Richwood areas;
- 1.1.114 **"PPI"** means the producer price index in respect of final manufactured goods in South Africa, as published by Statistics South Africa, or its successor-in-title from time to time (<http://www.statssa.gov.za>);

- 1.1.115 "Prime" means the publicly quoted nominal rate of interest per annum, from time to time, at any relevant time at which the City's bankers lend money on unsecured overdraft to corporate borrowers, which interest rate shall be a nominal annual rate compounded Monthly in arrear and calculated on a 365 day year, irrespective of whether or not the year in question is a leap year. A certificate from any manager of the aforesaid bank, whose appointment or authority need not be proved, as to Prime at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of clerical or manifest error, be *prima facie* proof of Prime;
- 1.1.116 "Property Use Agreement" means the agreement to be concluded between the City and the Operator for the use of the Depots, Staging Areas and equipment by the Operator attached hereto as Annexe F;
- 1.1.117 "Protocol" means a protocol and/or a standard operating procedure issued from time to time by the City indicating how, amongst other things, Services are to be rendered, the manner in which the Operator and Other Operators should work together, the exact procedures to be followed in order to comply with service level requirements set out in the Service Levels and Penalties Schedule and any other ancillary matters;
- 1.1.118 "Provisions" means the amounts set aside for provisions as specified in the Operator Specific Addendum;
- 1.1.119 "Quarter" or "Quarterly" means a consecutive period of 3 Months commencing from the start of a Financial Year or calendar year, as the case may be;
- 1.1.120 "Rand" or "R" means the lawful currency in the Republic of South Africa;
- 1.1.121 "Register of Minibus-Taxis and Scheduled Bus Industry Employees" or "Register 1" means the register to be compiled by the Operator and the City in consultation with directly affected scheduled bus operators and Affected Taxi Associations, recording details of persons employed:
- 1.1.121.1 by the directly affected scheduled bus and minibus-taxi operators as at 1 May 2012 and who were still in the employment by the Operator
- [REDACTED]

or Another Operator on 28th February 2013 and who were or will be directly affected by the roll-out of the IRT System;

1.1.121.2 by the Operator or the City in the *MyCiTi* Milestone 0 operations, who were employed by the directly affected scheduled bus and minibus-taxi operators as at 26 April 2013,

provided that, in relation to Drivers only, the Operator shall be entitled to amend the register on written notice to the City, within a period of 2 Months prior to the commencement of each relevant Milestone and provided further that, when amending this register, the Operator shall be obliged to verify that the replacement of the exiting Driver by an incoming Driver has been done on a *bona fide* basis;

1.1.122 **"Remaining Vehicles"** means any remaining balance of the Initial Fleet still to be delivered to the Operator in accordance with the provisions of this Agreement as well as any Additional Vehicles or Replacement Vehicles purchased by the City but specifically excluding the [REDACTED] procured under tender number [REDACTED] and the 9m Vehicles procured under tender number [REDACTED]

1.1.123 **"Replacement Vehicle"** means a Vehicle acquired in accordance with the provisions of clause 12.3;

1.1.124 **"Restricted Companies"** means Other Operators and/or Other *MyCiTi* Contractors;

1.1.125 **"Routes"** means the routes for each of the Services set out in the Operational Specifications Schedule, per Milestone, as may be amended by the City by way of delivery of a Service Notice to the Operator in accordance with the terms and conditions of this Agreement;

1.1.126 **"Schedule"** means the schedule of Trips to be issued to the Operator prior to the Signature Date and as amended from time to time by way of a Service Notice or instructions from the Control Centre;

1.1.127 **"Scheduled Kilometres"** means collectively, the scheduled kilometres on Routes and Scheduled Positioning Kilometres as determined by multiplying [REDACTED]

the number of Trips as set out in the Schedule, multiplied by the Trip Distance;

1.1.128 **"Scheduled Operated Kilometres"** means the actual kilometres travelled by Vehicles in accordance with the Schedule as measured electronically by the City using tracking devices, provided that, if:

1.1.128.1 the Vehicle tracking device on such Vehicle is faulty or defective;

1.1.128.2 the Vehicle tracking information is not delivered timeously to the Transport Controller; or

1.1.128.3 there is no Vehicle tracking device on such Vehicle,

it will mean the relevant number of actual Trips logged by the Operator and confirmed by the City in respect of such Vehicle multiplied by the Trip Distance;

1.1.129 **"Scheduled Positioning Kilometres"** means kilometres:

1.1.129.1 from the closest Depot/Staging Area to the starting point of a scheduled Trip; or

1.1.129.2 from the end of a scheduled Trip to the closest Depot/Staging Area; or

1.1.129.3 from the end of a scheduled Trip to the starting point of the next scheduled Trip along the shortest route;

as determined by the City using the [REDACTED] Software System or such other method agreed between the Parties, but shall exclude Engineering Kilometres;

1.1.130 **"Operator Specific Addendum"** means the Operator Specific Addendum attached as Annexe A;

1.1.131 **"Service"** or **"Services"** means the public transport services to convey passengers, including Event Services and Charter Services and any other services to be rendered by the Operator on the terms and conditions of this Agreement;

[REDACTED]

- 1.1.132 **"Service Levels and Penalties Schedule"** means the service levels and penalties schedule which records the sanctions applicable to any deviations from the expected levels of service required by the City in terms of this Agreement, annexed hereto as Annexe C;
- 1.1.133 **"Service Notice"** means a notice given to the Operator by the City pursuant to the terms of this Agreement;
- 1.1.134 **"Signature Date"** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;
- 1.1.135 **"SM Contractor"** means the Station Management Contractor who shall be responsible for management, maintenance and control of the Stations and whose full obligations shall be set out in the SM Agreement;
- 1.1.136 **"SM Agreement"** means the Station Management Agreement concluded between the City and the SM Contractor for the provision of Station management, maintenance and services;
- 1.1.137 **"Staging Area"** means the staging area used by the Operator in the provision of the Services as described in the Operational Specifications Schedule, or as otherwise authorised by the City;
- 1.1.138 **"Stations"** means the stations described in the Operational Specifications Schedule; and which are intended as passenger embarkation and disembarkation points and Station means any one of them;
- 1.1.139 **"Stops"** means places along the Routes at which Vehicles are to come to a stop in order for passengers to embark or disembark from the Vehicles, as specified by the City, but excluding Stations;
- 1.1.140 **"Surviving Provisions"** means 1 (*Interpretation and definitions*); 59 (*Breach and termination*); 60 (*Dispute resolution*); 66 (*Intellectual Property*); 72 - 90 (*Part M - General*);
- 1.1.141 **"Termination Date"** means, unless terminated beforehand in terms of the remaining provisions of this Agreement, the 12th anniversary of the Effective Date;
- [REDACTED]

- 1.1.142 **"Transport for Cape Town"** means the transport authority established by the City and known as "Transport for Cape Town";
- 1.1.143 **"Transport Controller"** means, in relation to the provision of the Services, the designated person notified by the City to the Operator, responsible for the control of the Services and for the liaison with the Operator in rendering the Services;
- 1.1.144 **"Trip"** means the journey undertaken by Vehicles in accordance with the Schedule and includes a journey in respect of Scheduled Positioning Kilometres except where expressly excluded or the context implies such exclusion;
- 1.1.145 **"Trip Distance"** means the kilometres of each Trip determined as follows:
- 1.1.145.1 firstly, as surveyed by the Control Centre (and which for the avoidance of doubt shall include Scheduled Positioning Kilometres);
or
- 1.1.145.2 to the extent that the above survey has not been carried out, then the kilometres specified in Table B1 of the Operational Specifications Schedule in the column headed "VO/City agreed" or as otherwise agreed between the Parties; or
- 1.1.145.3 where no kilometres have been specified or agreed as contemplated in 1.1.145.2 above, then the kilometres specified in Table B1 of the Operational Specifications Schedule in the column headed "Planning" or as amended by a Service Notice or a directive issued by the Control Centre,
- provided that in the event of a dispute between the Parties in relation to the determination of the kilometres of any Trip, either Party shall be entitled to refer such dispute to the Independent Transport Expert for final determination;
- 1.1.146 **"Trunk Route"** means the trunk routes described in the Operational Specifications Schedule and which are subject to variation in accordance with the provisions of this Agreement;

- 1.1.147 **"Trunk Vehicles"** means the 12m Vehicles or 18m Vehicles as more fully described in the Operational Specifications Schedule;
- 1.1.148 **"Uniform"** means the uniform to be worn by those Employees of the Operator required to fulfil their duties in view of members of the public, as prescribed in the Uniform Schedule (as amended or supplemented by the City in writing) and includes the name tag issued to each Employee by the City;
- 1.1.149 **"Uniform Schedule"** means the schedule listing the items of the Uniform, annexed hereto marked Annexe E;
- 1.1.150 **"VAT"** means value-added tax levied in terms of the Value-Added Tax Act, 89 of 1991;
- 1.1.151 **"Vehicles"** means the City Vehicles and/or the Operator Vehicles, as the case may be, depending on the context;
- 1.1.152 **"Vehicle Delivery Date"** means a date not less than 1 Month prior to the "projected start-date of roll-out" of each Milestone as specified in clause 1.1.89 on which the Operator takes delivery of the City Vehicles, or such other date as may be agreed between the Parties;
- 1.1.153 **"Vehicle Maintenance Agreement"** means any agreement entered into or to be entered into, between the City, on the one hand and a City Vehicle Supplier, on the other hand, in relation to the maintenance and servicing of City Vehicles acquired and/or supplied in terms of the corresponding Vehicle Sale Agreement;
- 1.1.154 **"Vehicle Refurbishment"** means the refurbishment of a Vehicle as contemplated in clause 64 and complying with the standards as more fully set out in Annexe K;
- 1.1.155 **"Vehicle-related Costs"** means the vehicle-related costs of the Operator in respect of the operation and management of all 18m Vehicles, 12m Vehicles and 9m Vehicles required for purposes of rendering the Services, multiplied by the number of Peak Vehicles operated, calculated as set out in the Payment Calculation Schedule;
- [REDACTED]

- 1.1.156 **"Vehicle-related Rate"** means the agreed vehicle-related rate as specified in Table 1 of the Operator Specific Addendum;
- 1.1.157 **"Vehicle Sale Agreement"** means the agreement of sale and/or supply entered into, or to be entered into, between the City, on the one hand and a City Vehicle Supplier, on the other hand, in relation to City Vehicles;
- 1.1.158 **"Vehicle Supplier"** means a City Vehicle Supplier or depending on the context, such Entity which sells or otherwise supplies Operator Vehicles;
- 1.1.159 [REDACTED]
- 1.1.160 **"Warranty"** means the warranties and undertakings given to the City by the Operator, set out in clause 56;
- 1.1.161 **"Week"** or **"Weekly"** means the period commencing at 00h00 on Monday and ending at 24h00 on Sunday each calendar week.
- 1.2 In addition to the definitions in clause 1.1, unless the context requires otherwise:
- 1.2.1 in the event of conflict between the Annexes and the provisions of this Agreement (excluding the Annexes), the provisions of the Agreement shall prevail;
- 1.2.2 any definition in this Agreement, shall bear the same meaning and apply throughout this Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as re-enacted from time to time;
- 1.2.5 any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa;
- [REDACTED]

- 1.2.6 references to a "**subsidiary**", "**holding company**" or "**shareholder**" shall be references to a subsidiary, holding company or shareholder as defined in the Companies Act;
- 1.2.7 references in this Agreement to "clauses" or to "Annexes", are to clauses of and Annexes to this Agreement;
- 1.2.8 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this Agreement, refer to notices or requests in writing;
- 1.2.9 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 1.2.10 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 1.2.11 references to day/s, months or years shall be construed as Gregorian calendar day/s, months or years, as the case may be;
- 1.2.12 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.2.13 a reference to a Party includes that Party's successors and permitted assigns;
- 1.2.14 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.

2. Introduction

- 2.1 The City is improving and extending the public transport system within the Cape Metropolitan Area and is accordingly implementing a high-quality bus-based urban transit system known internationally as Bus Rapid Transit, or BRT, but referred to in this Agreement as Integrated Rapid Transit or the IRT System.
- [REDACTED]

- 2.2 The IRT System aims to deliver fast, comfortable and cost-effective transport services to passengers by providing frequent services on Trunk and Feeder Routes and operating in mixed traffic.
- 2.3 For this purpose, the City intends entering into long-term agreements with suitable operators for the provision of public transport services in respect of Phase 1A and Phase 1B, in accordance with the provisions of section 41 of the Act.
- 2.4 The City now wishes to appoint the Operator on a non-exclusive basis to provide the Services in respect of Phase 1A and Phase 1B and the Operator wishes to accept such appointment.

3. Conditions Precedent

- 3.1 Subject to the provisions of clause 3.2 below, the provisions of this Agreement (other than the Surviving Provisions which shall be unconditional and of immediate force and effect on and with effect from the Signature Date), are subject to the fulfilment or waiver of the following Conditions Precedent, namely:

3.1.1 the obtaining of all approvals required by the City for entering into this Agreement pursuant to Section 33 of the Local Government: Municipal Finance Management Act, 2003 within 7 Business Days after the Signature Date, provided that if the City is unable to procure fulfilment of this Condition Precedent within the stipulated time period, the date for fulfilment thereof shall automatically be extended for a further period of 14 Business Days;

3.1.2 that the Property Use Agreement is concluded by the Parties contemporaneously with this Agreement;

3.1.3 that Compensation Offers are irrevocably accepted by members of the Affected Taxi Associations (including those who have accepted early exit Compensation Offers) holding in aggregate, at least 60% of all the operating licences directly affected by Phase 1A and Phase 1B, by no later than 10 Business Days after the Signature Date;

3.1.4 that the Operator applies for an Operating Licence within 7 Days after the Signature Date and acquires such Operating Licence by not later than [REDACTED]

14 Days prior to the Commencement Date. The Operator shall take all reasonable steps to obtain the granting and issuing thereof as expeditiously as possible. If required by the City, the Operator shall inform the City in writing on a weekly basis of the progress made regarding such application. If the City in its discretion, after consultation with the Operator, decides that it is unlikely that the Operator will obtain the Operating Licence in time, it may extend the period for fulfilment of such Condition Precedent in accordance with clause 3.4 and postpone the Commencement Date on written notice to the Operator until the Operating Licence has been obtained;

3.1.5 that the City confirms to the Operator in writing, that all Conditions Precedent contemplated in clauses 3.1.1 to 3.1.4 have been fulfilled (or waived, if applicable) and issues a Service Notice indicating the date upon which the Services are to commence, by no later than 1 October 2013.

3.2 Notwithstanding anything to the contrary stated or implied elsewhere in this Agreement in relation to 6m Services, the commencement of the 6m Services shall be subject to the fulfilment of the following Conditions Precedent:

3.2.1 the obtaining of written confirmation from the National Department of Transport that the restrictions under the taxi recapitalisation programme may be deviated from by the City; and

3.2.2 the obtaining of written confirmation from the National Department of Transport that the City may use a specified vehicle under the taxi recapitalisation programme for the provision of the 6m Services,

by no later than 31 December 2013.

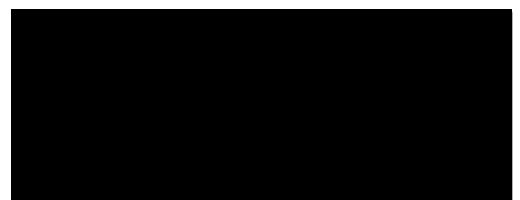
3.3 The Parties shall, where it is within their respective power and control to do so, use their reasonable endeavours to procure the fulfilment of each of the Conditions Precedent within the respective times permitted in terms of clauses 3.1 and 3.2.

3.4 The Parties shall be entitled, by agreement (subject always to the City's rights to extend the fulfilment date contemplated in clause 3.1.4) in writing, by no later than the date stipulated for fulfilment thereof, to waive (only to the extent that a

[REDACTED]

Condition Precedent is capable of waiver in law) or to extend the period for the fulfilment or waiver (if applicable) of any one or more or part of any of the Conditions Precedent.

- 3.5 If any Condition Precedent in clause 3.1 is not fulfilled or waived (where it is capable of waiver) on or prior to the date or extended date stipulated in terms of 3.4 for such fulfilment or waiver (if applicable) the Surviving Provisions shall continue to be of force or effect, but the remaining provisions of this Agreement shall never become effective.
- 3.6 Subject to the fulfilment or waiver (as the case may be) of the Conditions Precedent in clause 3.1, if either or both of the Conditions Precedent in clause 3.2 are not fulfilled on or before the date stipulated in clause 3.2 or any extended date for such fulfilment as contemplated in clause 3.4, the remaining provisions of this Agreement shall continue to be of force and effect, but all provisions of this Agreement relating to 6m Vehicles and 6m Services shall never become effective, and all references to 6m Vehicles and 6m Services shall be taken to be *pro non scripto*.
- 3.7 If any Condition Precedent is not fulfilled or waived in terms of this clause 3, neither Party shall have any claim against the other Party as a result of or in connection with any such non-fulfilment or non-waiver (other than a claim for a breach by a Party of any of its obligations under clause 3.3) and the Parties hereby indemnify each other accordingly.



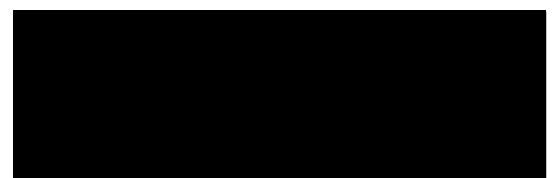
PART B - APPOINTMENT OF OPERATOR, SERVICES, DURATION AND PERFORMANCE GUARANTEE

4. Appointment of the Operator

- 4.1 The City hereby appoints the Operator, with effect from the Effective Date, to provide the Services.
- 4.2 The Operator hereby accepts, with effect from the Effective Date, the aforesaid appointment by the City and agrees to provide the Services to the City in accordance with the terms and conditions set out in this Agreement.

5. The Services - commencement, duration and Additional Services

- 5.1 The Operator shall provide the Services from the Commencement Date, which shall endure until the Termination Date.
- 5.2 After the Signature Date but prior to the Commencement Date, the City shall issue a Service Notice advising the Operator of which parts of the Services (in addition to those in operation prior to the Commencement Date) are to be conducted from the Commencement Date.
- 5.3 Within 2 Months of the Signature Date, the City shall use the DIVA Software System to determine the Driver to Peak Vehicle ratio for the Operator as well as for the Other Operators in order to make adjustments to the allocation of Vehicles and Allocated Kilometres aimed at ensuring that the Consideration for the Operator as well as for the Other Operators is within 1% of their respective Market Shares. Pursuant to such adjustments the City shall issue an amended Table 2 and Table 3 of Annexe A (the latter table only in respect of the cost of Vehicle Refurbishment). The calculation of the Consideration will be based on the rates as set out in Table 1 and Table 3 of Annexe A (the latter table only in respect of the cost of Vehicle Refurbishment) for the full period of this Agreement assuming all Services set out in the Schedule are operated.
- 5.4 For purposes of clause 5.5 below:
- 5.4.1 **"Additional Services"** shall mean the addition of new Services or the expansion of existing Services by the City;



- 5.4.2 **"Additional Services Kilometres"** means those additional kilometres in excess of the aggregate of the Allocated Kilometres allocated to the Operator and the Other Operators, provided that for purposes of this definition only, the Allocated Kilometres of any operator shall be reduced by 10% if the provisions of clause 7.1.2 are applicable to that operator, or 20% if the provisions of clause 7.1.3 are applicable to that operator; and
- 5.4.3 **"Market Share"** shall mean the market share of the Operator or the Other Operators as at the Commencement Date and as specified in the Operational Specification Schedule.
- 5.5 The City shall be entitled, but not obliged, to add Additional Services by issuing a Service Notice to this effect. Where the City requires Additional Services, it shall allocate such Additional Services Kilometres in whole or in part, to the Operator and/or to Another Operator, having regard to the general principles below and the detailed methodology to be finalised by the City after consultation with the Operator and the Other Operators. The City shall provide the aforesaid methodology to the Operator within 6 Months of the Signature Date. The following general principles shall apply:
- 5.5.1 **In relation to Market Share**
- 5.5.1.1 There will be no allocation of Additional Services Kilometres based on Market Share for the first year following the Commencement Date. To the extent that Additional Services Kilometres are allocated during the first year, the principles referred to in clauses 5.5.2 and 5.5.3 only shall be considered on a 50/50 weighting. In subsequent years the principles related to Market Share, performance and cost shall be considered on an equal basis.
- 5.5.1.2 The City will determine the percentage of Additional Services Kilometres already allocated to each operator in the preceding year in relation to their respective Market Shares. If an operator has been allocated less than its proportionate share of Additional Services Kilometres in the preceding year, such operator shall be preferred for purposes of awarding Additional Services Kilometres in the ensuing year in order to make up any shortfall in its proportionate Market Share of such Additional Services Kilometres.
- [REDACTED] [REDACTED]

5.5.2 In relation to performance

5.5.2.1 The relative performance of the operators in relation to Penalties imposed by the City shall be taken into account for the following periods:

5.5.2.2 during the first year following the Commencement Date:

5.5.2.2.1 the period between the Commencement Date and the date of issue of the first Service Notice requiring Additional Services; or

5.5.2.2.2 the period between the penultimate and latest Service Notice issued in respect of Additional Services; and

5.5.2.3 in respect of each year following the first anniversary of the Commencement Date, the relative performance of the operators in relation to Penalties imposed by the City during the preceding year.

5.5.2.4 In determining the relative performance of the operators, the City shall have regard to the Services scheduled and operated by each operator during the time periods described in clause 5.5.2.1 above, the differing operating circumstances of each operator and the Rand value of Penalties incurred by each operator in relation to the number of Scheduled Operated Kilometres each operator performs.

5.5.3 In relation to cost

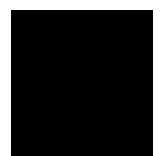
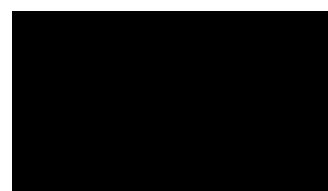
5.5.3.1 During the first year following the Commencement Date, the City shall have regard to the relative cost of the Additional Services based on the rates stipulated in this Agreement.

5.5.3.2 Thereafter, on an annual basis, commencing on the first anniversary of the Commencement Date, the City shall estimate the additional kilometres per Vehicle type, number of additional Drivers and Peak Vehicles which may be required for the provision of the Additional Services during the following year. Based on the aforesaid estimate, the Operator will be invited to tender a kilometre-related rate for the relevant Vehicle types, driver-related rate and a vehicle-related rate for the provision of all Services allocated to the Operator for the

[REDACTED]

remainder of the Agreement (subject to any further annual adjustment contemplated in this clause) and the City shall take into account any cost savings in arriving at its final determination. The remaining two thirds of the estimated Additional Services shall be allocated to the Operator and the Other Operators on the basis of the weighting referred to in clause 5.5.2 and 5.5.3, subject to adjustment in regard to Market Share allocated in the previous year as contemplated in clause 5.5.1.2,

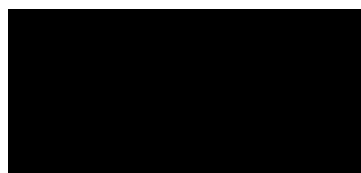
- 5.6 Where Additional Services are allocated and in order to ensure that the Additional Services Kilometres are operated in the most economic manner for the City, the City may in its sole discretion re-allocate previously allocated Services amongst operators, provided that such re-allocation shall not have the effect of reducing the Scheduled Kilometres. In regard to such re-allocation the City will take into account, amongst other things, the Routes, location of relevant Depots and Staging Areas and the Scheduled Positioning Kilometres likely to be traversed by the operators in the event of a re-allocation of Services or part thereof to the operators.
- 5.7 Upon termination of the Agreement, the Operator undertakes to surrender the relevant Operating Licences to the competent board in accordance with the requirements of the Act or other applicable legislation for cancellation or amendment, whichever is applicable and undertakes not to oppose any applications for Operating Licences made by operators who may obtain contracts from the City to continue the Services or part thereof insofar as they relate to the Routes in question.
- 5.8 If, upon termination of this Agreement, a subsequent contract is awarded to a New Operator, the Operator shall give its full co-operation in effecting the transition of the Services to the New Operator.
- 5.9 Nothing in this Agreement is intended to, nor shall give the Operator a legitimate expectation regarding any extension of this Agreement (or part thereof) or to be appointed as an operator after the Termination Date. Furthermore, nothing in this Agreement shall be construed as granting the Operator or Another Operator exclusivity in relation to any Routes or Services contemplated in this agreement.



6. Security for the proper performance of the Operator's obligations

- 6.1 As security for the due and proper performance by the Operator of all of its obligations under this Agreement and in relation to the rendering of the Services, the Operator shall furnish the City with an irrevocable performance guarantee ("**Performance Guarantee**") in writing substantially in accordance with the terms and conditions contemplated in the Performance Guarantee Template attached hereto as Annexe N.
- 6.2 The Performance Guarantee shall be issued by a financial institution approved by the City as listed in Annexe M ("**Recognised Financial Institution**"), it being recorded that the City shall be entitled to amend such list from time to time.
- 6.3 The Performance Guarantee shall be issued by the dates and for such amounts as specified in the Performance Guarantee Schedule.
- 6.4 The Performance Guarantee is intended to be a continuing guarantee and shall remain in place for the duration of this Agreement, unless the City expressly advises the Operator to the contrary in writing.
- 6.5 The Operator shall be obliged to ensure that the amount of the Performance Guarantee as contemplated in the Performance Guarantee Schedule, is reinstated on demand by the City, regardless of any intermediate payment or discharge.
- 6.6 Subject to the fulfilment by the Operator of all of its obligations under this Agreement and in the rendering of the Services, the Performance Guarantee, subject to any drawdowns made by the City in relation thereto, shall be released by the City 60 Days after the Termination Date.
- 6.7 The Operator shall procure written confirmation from the Recognised Financial Institution, that it will not release the Performance Guarantee except upon the written advice of the City as provided for in terms of this Agreement.
- 6.8 The City shall, subject to the maximum amount of the Performance Guarantee contemplated in the Performance Guarantee Schedule, be entitled to call upon the guarantor(s) under the Performance Guarantee, on prior written notice to the Operator, to make good to the City on demand, all losses, costs, damages and liability (as the case may be) it may suffer or incur, pursuant to a breach by the

Operator of any of its obligations under this Agreement and which, for the avoidance of any doubt shall include but not be limited to Penalties which are not recovered in terms of clause 17, any losses, costs, damages or liability incurred by the City in taking such steps as the City may deem necessary (including transferring of the Services to Another Operator) in order to ensure that the Services continue to be provided without undue interruption.



PART C - GUARANTEED KILOMETRES, PAYMENT FOR SERVICES, ESCALATION, INVOICES, VAT AND TAX CLEARANCE

7. Guaranteed Kilometres

7.1 Subject to the fulfilment of the Conditions Precedent, any deductions in respect of Penalties imposed and the provisions of clause 7.2 and 7.3 below, the City hereby guarantees that the Scheduled Kilometres shall be a minimum of:

7.1.1 75% of the total Allocated Kilometres per year for the duration of the Agreement, if Compensation Offers have been irrevocably accepted in the manner contemplated in clause 3.1.3 by at least 80% of the relevant members of the Affected Taxi Associations; or

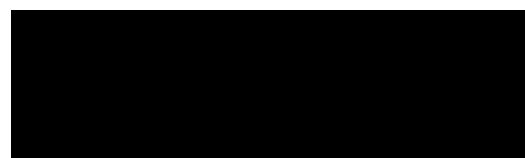
7.1.2 65% of the total Allocated Kilometres per year for the duration of the Agreement, if Compensation Offers have been irrevocably accepted in the manner contemplated in clause 3.1.3 by 75% or more but less than 80% of the relevant members of the Affected Taxi Associations; or

7.1.3 55% of the total Allocated Kilometres per year for the duration of the Agreement, if Compensation Offers have been irrevocably accepted in the manner contemplated in clause 3.1.3 by 70% or more but less than 75% of the relevant members of the Affected Taxi Associations.

7.2 In the event that Compensation Offers have been irrevocably accepted in the manner contemplated in clause 3.1.3 by 60% or more but less than 70% of the relevant members of the Affected Taxi Associations the Operator shall not be entitled to any Guaranteed Kilometres in terms of this Agreement.

7.3 The Guaranteed Kilometres shall be determined with effect from the date upon which the roll-out of Services in relation to Phase 1B is completed or the Outer Date in respect of Phase 1B, whichever date is the earlier, and except as contemplated in clause 7.4 below, any payments to be made to the Operator in respect thereof shall be made annually

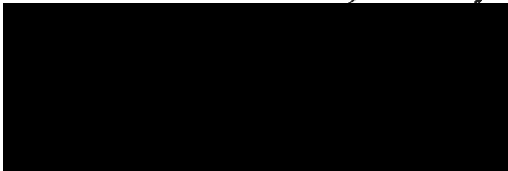
7.4 Notwithstanding clause 7.1 but subject to clause 7.3, to the extent that the number of Scheduled Kilometres is less than the Guaranteed Kilometres in any given year ("**Guaranteed Kilometre Shortfall**"), the City shall pay a top-up



amount in respect of such Guaranteed Kilometre Shortfall on an annual basis in accordance with the relevant formula as set out in the Payment Calculation Schedule.

- 7.5 Upon the expiry of the 12 year period contemplated by this Agreement, if the total Scheduled Kilometres plus the total Guaranteed Kilometre Shortfall determined over the full 12 year period of this Agreement is less than the Guaranteed Kilometres over the same period, the City shall pay a final top-up amount in respect of the difference in accordance with the relevant formula as set out in the Payment Calculation Schedule

8. Payment for Services

- 8.1 Payment of the Consideration to the Operator for the provision of the Services in terms of this Agreement shall be made Monthly in arrears and shall be determined in accordance with the relevant formulae set out in the Payment Calculation Schedule.
- 8.2 The Monthly Consideration payable to the Operator in terms of this clause 8 will be adjusted in terms of clause 9, after which deductions under clause 17 (Penalties) or elsewhere in this Agreement will be deducted.
- 8.3 Subject to the Operator issuing an Invoice, the City shall effect payment to the Operator each Month in respect of Services performed in the previous Month. All payments in terms of this Agreement, whether for Services or for any other reason (notwithstanding anything to the contrary elsewhere in this Agreement, even if expressly stated or implied) will be made in accordance with the City's standard payment policy in respect of goods and services, as set out in the City's supply chain management policy, as amended from time to time ("**City's Standard Payment Policy**") The City's Standard Payment Policy as at the Signature Date is recorded as follows: *"Payment Terms for Goods and Services. A monthly payment cycle will be the norm. All invoices received for goods and services whereby the invoices are dated on or before the 20th of a particular month, will typically be paid between the 23rd and 26th of the ensuing month. The actual payment run dates will be dependent on the number of days of the month and the influence of public holidays."*
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- 8.4 The City shall be entitled to set-off against any payment to be made in respect of the Consideration, any amount which may be due by the Operator to the City.
- 8.5 Any payment of Consideration to the Operator shall not constitute a waiver of any right held by the City in respect of a breach of this Agreement by the Operator, nor shall such payment of Consideration constitute consent to or condonation of such breach.
- 8.6 Payments to the Operator from Provisions shall be made against proof of reasonable and verifiable expenses up to the amount and for the purpose set out in Table 3 of the Operator Specific Addendum.

9. Adjustment

- 9.1 The Monthly Consideration shall be increased or decreased by applying an adjustment determined in accordance with the relevant formulae set out in the Costs Adjustment Schedule.
- 9.2 If any index relevant to any particular payment referred to in the Costs Adjustment Schedule is not known at the time the value of the payment is calculated, the latest published figures shall be used. Any correction which may be necessary shall be made by increasing or decreasing the subsequent Monthly payment to the Operator.
- 9.3 Should it be necessary to make a subsequent pecuniary correction as a result of any dispute relating to Consideration, or as a result of an arithmetical error or any other cause, the price adjustment factor in force during that period in which the Services were performed shall be used.

10. Invoices

- 10.1 By no later than the 10th Business Day of every Month, the Operator shall submit its Invoice to the City.
- 10.2 Prior to the submission of the Operator's Invoice to the City, the Operations Coordinator shall liaise with the Transport Controller to confirm that the Operator's proposed Monthly Consideration accords with the Services rendered.
- 10.3 In the event of a dispute regarding the Monthly Consideration, the Operations Coordinator and the Transport Controller shall use their best endeavours to settle [REDACTED]

such dispute through negotiations within 7 Days of such dispute arising. Any portion of the Monthly Consideration which is still subject to dispute shall not be included in the Operator's Invoice for that Month but shall, to the extent that such dispute is resolved in favour of the Operator, be added to the Operator's subsequent Invoice to the City.

10.4 The Operator's Invoice shall be for the Monthly Consideration less:

10.4.1 if applicable, any deductions to be made in respect of amounts owing to the City in the previous Month which were not accounted for in the previous Month's Invoice;

10.4.2 any deductions arising from the imposition of Penalties as provided in clause 17;

10.4.3 any further deductions which the City is entitled to make in terms of this Agreement.

10.5 The Operator's Invoice shall be accompanied by a report ("**Invoice Report**") which shall set out:

10.5.1 details of the Services which were required to have been rendered by the Operator and which were actually rendered during the relevant Month;

10.5.2 details of any Services which were required to have been rendered by the Operator and were not rendered during the relevant Month; and

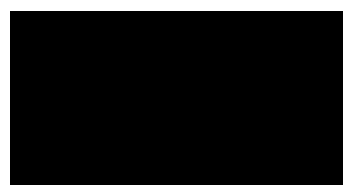
10.5.3 any deductions or repayments arising from the imposition of Penalties as provided in clause 17.

10.6 If the Invoice Report reflects a net amount owing by the Operator to the City, the City shall issue an Invoice to the Operator in respect of such amount promptly following its receipt of the Invoice Report. The Operator shall pay to the City the amount reflected in such Invoice by no later than the 7th Business Day after the date of such Invoice.

11. VAT and Tax Clearance

11.1 It is recorded that, in terms of section 12(g) of the Value-Added Tax Act, 1991, the Services contemplated in this Agreement is an exempt supply. [REDACTED] [REDACTED]

- 11.2 The Operator shall, at all times be in possession of a valid tax clearance certificate and shall provide same to the City on an annual basis and to the extent that the Operator is not in possession of a valid tax clearance certificate, it shall immediately provide the City with satisfactory proof of its application for such tax clearance certificate.
- 11.3 The City may cease all payments to the Operator in respect of any period during which the Operator is not in compliance with the provisions of clause 11.2 above. Upon such compliance by the Operator, the City shall effect payment of all withheld amounts in terms of this clause 11.3.



PART D - THE VEHICLES

12. The Vehicles

12.1 The Fleet

- 12.1.1 It is recorded that the City shall procure the Initial Fleet at its own cost.
- 12.1.2 The City shall not be entitled to schedule more than 93% of all allocated Vehicles to be put into service at any time provided that in relation to the 9m Vehicles, the City shall be entitled to schedule up to 90% of such allocated vehicles during the Initial Maintenance Period. The remaining 7% or 10% (in the case of the 9m Vehicles) shall constitute the notional reserve fleet for the purposes of scheduled maintenance, repair, Driver training and immediate replacement for any Vehicles out of service so as to ensure the seamless and continued provision of the Services in accordance with this Agreement.
- 12.1.3 For the duration of this Agreement the Operator shall be entitled to use the City Vehicles for the provision of the Services. For purposes of the National Road Traffic Act 93 of 1996 ("the NRTA"), the Operator shall be registered as the "owner" and the City recorded as the "title holder" of the City Vehicles, as the latter and former terms are defined in the NRTA.
- 12.1.4 Notwithstanding the provisions of clause 12.1.3 and for the sake of clarity, lawful ownership of all City Vehicles (including Replacement or Additional Vehicles purchased by the City) shall remain vested in the City.
- 12.1.5 The Parties shall, after the Effective Date, but at least 14 Business Days prior to the Commencement Date, do all things and sign all documentation necessary to give effect to clause 12.1.3 above and the Operator shall immediately lodge with the City for safekeeping, such duly signed registration documentation and transfer forms which may be required in law to give effect to the transfer of ownership as contemplated under the NRTA of the City Vehicles to the Operator.
- 12.1.6 The Operator shall be obliged to take delivery of the Initial Fleet from the City immediately as and when directed by the City, it being recorded that [REDACTED]

the Operator is in possession of part of the Initial Fleet by virtue of conducting operations under the Interim Contract.

- 12.1.7 The Encumbrance in any manner of any or all of the City Vehicles shall not be permitted without the prior written consent of the City.

12.2 The acquisition of the Additional Vehicles due to increased demand

- 12.2.1 If, pursuant to consultation with the Operator, the City deems it necessary to increase the Fleet in order to respond to an increased demand or an anticipated increase in demand for the Services or for any other operational reasons, the City may procure the Additional Vehicles itself or request that the Operator procures such Additional Vehicles by a specified date and as the City may determine necessary at the relevant time. If the Operator elects not to procure such Additional Vehicles, the City shall be entitled to request Another Operator to procure such Additional Vehicles and to allocate to such Other Operator the related additional kilometres occasioned by the increased demand or relevant operational reasons contemplated above.

- 12.2.2 Where the Operator undertakes to purchase the Additional Vehicles and fails to do so, the City shall be entitled to impose a penalty of R 5 000 daily, per Additional Vehicle with effect from the date referred to in clause 12.2.1, unless the Operator is able to prove, to the City's satisfaction that such failure is not due to any fault on the part of the Operator. Such penalty shall be increased annually, determined from the Base Month based on the change in CPI for the 12 Month period preceding such increase.

12.3 Funding of Additional or Replacement Vehicles

- 12.3.1 Where the Operator is required to purchase Additional Vehicles or those Replacement Vehicles contemplated in clause 12.4.1 (the "**Designated Vehicle**"), the Operator shall be entitled to recoup the direct costs incurred in acquiring the Designated Vehicles by means of a revised Monthly Fixed Cost as well as a revised Monthly Kilometre-related Cost for the relevant Vehicle type calculated, from time to time, in terms of the following formulae:



12.3.1.1

effective from the beginning of the Month immediately following the date specified by the City either when making the request contemplated in clause 12.2.1 or giving the instruction in clause 12.4.1.1.2, as the case may be and the date upon which the Designated Vehicles are actually delivered to the Operator in Cape Town ("**Delivery Date**"), whichever is the later date.

Revised monthly Fixed Cost:

$$E = F + (G \times (100\% + H)) - ((J \times K)/12) - (L/12)$$

"Monthly Maintenance Amount for a Designated Vehicle" means the monthly maintenance cost, expressed as Rands per kilometre, in respect of a Designated Vehicle, to be agreed in writing between the City and the Operator prior to the Delivery Date and failing such agreement, as determined by the Independent Vehicle Maintenance Assessor within 10 Business Days after the date of his appointment or after the Delivery Date, whichever is later;

Where:

E is the revised Monthly Fixed Cost, it being recorded that such revision to the Fixed Cost shall not extend beyond the 60 Month period contemplated in **G** below;

F is the Monthly Fixed Cost, calculated for the Month in which the Delivery Date of the relevant Designated Vehicle(s) falls;

G is the Monthly payment of capital and finance charges (interest) to amortise the purchase price (including VAT not claimable by the Operator as a VAT input credit) of such Designated Vehicle(s) at Prime, from time to time, in equal Monthly instalments over 60 Months, unless otherwise agreed by the City, commencing from the Delivery Date, calculated by the City and irrespective of whether such Designated Vehicle(s) are subject to third party financing;

H is a mark-up expressed as a percentage, as agreed between the City and the Operator and failing any agreement prior to the Delivery Date of such Designated Vehicle(s), then 5%;



J is the annual amount of wear and tear for the ensuing 12 Months claimable as an income tax deduction by the Operator on the purchase price (including VAT not claimable by the Operator as a VAT input credit) of such Designated Vehicle(s) and the useful life of such Vehicles shall be deemed to be a maximum of 60 Months for income tax purposes;

K is the corporate income tax rate applicable at the Delivery Date, expressed as a percentage; and

L, if applicable, is the annual savings in maintenance on such Designated Vehicle(s) as certified in writing by the manufacturer of such Designated Vehicle, through the acquisition by the Operator of a full maintenance plan included in the purchase price of such Designated Vehicle(s).

12.3.1.2 effective from the beginning of the Month immediately following the date of bringing the Designated Vehicles into Service ("**In-Service Date**").

Revised Monthly Kilometre-related Rate for the relevant Vehicle type calculated:

$$M = ((N \times P) + ((N - (Q-S)) \times (T-P))) / T$$

Where:

M is the revised Monthly Kilometre-related Rate for the relevant Vehicle type calculated;

N is the monthly Kilometre-related Rate applicable to all Vehicles of the relevant Vehicle type, in the Month immediately prior to the Month in which the In-Service Date falls, and where applicable, as previously revised;

P is the number of Scheduled Kilometres for all Vehicles of the relevant Vehicle type applicable in the Month immediately prior to the Month in which the In-Service Date falls;

Q is the Monthly Maintenance Amount for Vehicles (expressed as Rands per Kilometre), and included in the calculation of **N**, applicable in the Month immediately prior to the Month in which the In-Service Date falls;

S is the Monthly Maintenance Amount for a Designated Vehicle;

T is the number of Scheduled Kilometres for all Vehicles of the relevant Vehicle type determined by the City for the Month immediately following the Month in which the In-Service Date falls;

Until **S** is agreed or determined as set out herein, **S** shall be deemed to be 50% of **Q**; and,

If **S** is determined to be greater than **Q**, then for the purposes of calculation of **M**, **Q** shall be deemed to be equal to **S** and **(Q-S)** shall accordingly be calculated to be zero Rand.

The acquisition by the Operator of any Designated Vehicle(s) will not *per se* give rise to an adjustment of Driver-related Costs and / or Vehicle-related Costs.

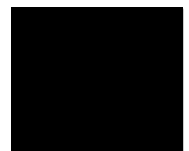
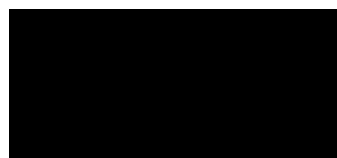
12.3.2 The calculation and adjustment of the revised monthly Fixed Cost and the revised Kilometre-related Rate for the relevant Vehicle type in accordance with clause 12.3.1 shall occur after each purchase of a Designated Vehicle by the Operator.

12.3.3 No order shall be placed by the Operator with the Vehicle Supplier for the purchase of any Designated Vehicles without the prior written approval of the City.

12.4 The Acquisition of Replacement Vehicles

12.4.1 due to Vehicles approaching the end of their commercial life

12.4.1.1 The Operator shall be obliged, during the currency of this Agreement, to immediately notify the City in writing of any Vehicle which has travelled more than 900 000 kilometres per 9m Vehicle and/or 1,5 million kilometres per 12m Vehicle and 18m Vehicle respectively ("**the Affected Vehicle**") and shall specifically state, in a written, motivated opinion, whether or not it deems a Replacement Vehicle necessary. The City may acquire such affected vehicle itself or at its election, (which election shall be exercised in writing):



12.4.1.1.1 require the Operator to continue operating the Affected Vehicle for the remaining period of the Agreement; or

12.4.1.1.2 require the Operator to acquire a Replacement Vehicle to replace the Affected Vehicle at its own cost by a specified date.

12.4.2 due to accident damage, fire or theft

12.4.2.1 Subject to clause 12.4.2.4 and the City procuring the requisite authority for such decision in terms of Applicable Law, in the event of the theft of or damage to a City Vehicle, the City may procure such vehicle itself or instruct the Operator to replace such City Vehicle in accordance with the City's required specifications and at a market related price acceptable to the City. For the avoidance of doubt it is recorded that ownership of any replacement City Vehicle pursuant to this clause 12.4.2 shall vest in the City.

12.4.2.2 The City shall be entitled to change the required specifications from that of the stolen or damaged Vehicle, as the case may be and the Operator shall be obliged to acquire a Vehicle in accordance with such new specifications as may be directed by the City.

12.4.2.3 Subject to the City's prior written approval, where the change in specifications contemplated in 12.4.2.2 or unavailability of a similar Vehicle results in:

12.4.2.3.1 the costs of the Replacement Vehicle exceeding the acquisition cost of the original Vehicle, the City shall bear the cost of any shortfall. The Operator shall not be entitled to apply set-off in respect of any shortfall and the City shall effect payment of any shortfall against receipt by the City of an Invoice from the Operator in respect thereof; or

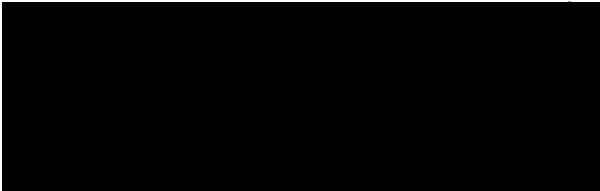
12.4.2.3.2 the costs of the Replacement Vehicle being less than the acquisition cost of the original Vehicle and to the extent that the City has paid the Operator in excess of what is required to replace such vehicle, whether from the proceeds of an insurance claim as contemplated below or otherwise, the [REDACTED]

[REDACTED]

Operator shall reduce the Monthly Invoice in respect of the following Month in an equivalent amount to account for such excess.

- 12.4.2.4 The City shall fund the purchase of any Replacement Vehicle, from the proceeds of any relevant insurance claim and if required, the City shall top up the purchase price to the extent that the City has obtained the requisite prior authority therefor.
- 12.4.2.5 Where the City's insurers repudiate a claim by the City for a reason attributable, wholly or partly, to the Operator, the acquisition of any Replacement Vehicle shall be for the Operator's account.

13. 6m Vehicles and termination of 6m Services

- 13.1 The provisions of this clause 13 shall be subject to the fulfilment of the Conditions Precedent contemplated in clause 3.2. Upon fulfilment of the Conditions Precedent contemplated in clause 3.2, the City shall, by way of Service Notice to the Operator indicate the date upon which the 6m Services are to be commenced.
- 13.2 For the avoidance of doubt and for purposes of determining the Guaranteed Kilometres, the non-fulfilment of the Conditions Precedent contained in clause 3.2 shall not have the effect of reducing the Allocated Kilometres as contemplated in terms of this Agreement. If the conditions precedent in clause 3.2 are fulfilled, that portion of the Allocated Kilometres attributed to 6m Services shall be guaranteed at 100% only until the expiry of the period contemplated in 13.5 and for the avoidance of doubt such 100% guarantee shall be incorporated in the Guaranteed Kilometres.
- 13.3 The Operator shall be responsible for procuring and maintaining the 6m Vehicles at its own cost, it being recorded that the 6m Vehicles shall be utilised to render part of the Services along certain Feeder Routes in parts of Phase 1A and Phase 1B.
- 13.4 The 6m Vehicles to be utilised at the commencement of the 6m Services shall not be more than 1 year old.
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- 13.5 It is expressly recorded that the 6m Services shall automatically terminate on the 6th anniversary of the date upon which the 6m Services commences.
- 13.6 Following termination of the 6m Services as contemplated in clause 13.5, the City shall have an election to reinstate the 6m Services for the remaining period of this Agreement subject to the provisions of clause 13.7 below. In the event that the City decides against the continued provision of the 6m Services, the Operator shall be entitled to the Guaranteed Kilometres in respect of the 6m Services as provided for in terms of clause 7 for the remainder of this Agreement.
- 13.7 If the City still wishes to provide 6m Services for the remaining period of this Agreement, the City may at its election:
- 13.7.1 extend an offer to the Operator to render the 6m Services on the basis that the City shall pay the Operator the 6m Kilometre Rate agreed to in terms of this Agreement, provided that there has been no change in specification to the 6m Vehicles, provided that such rates shall be adjusted appropriately (upward or downward) where 6m Vehicle prices have varied otherwise than in relation to CPI during the first 6 years of the Agreement; or
- 13.7.2 determine the required specifications for any new Vehicles which are to be utilised in place of the initial 6m Vehicles ("**6m Replacement Vehicles**") and extend an offer to the Operator to procure such 6m Replacement Vehicles. The Parties shall negotiate with each other in good faith in order to reach agreement on an appropriate market-related 6m Kilometre Rate . To the extent that the Parties are unable to reach agreement on such rate within a reasonable time period, either Party shall be entitled to immediately refer the matter to the Independent Vehicle Maintenance Assessor for final determination. In making his determination regarding an appropriate market-related 6m Kilometre Rate, the Independent Vehicle Maintenance Assessor shall have regard to the change in specification and related relevant cost factors of the 6m Replacement Vehicles; or
- 13.7.3 be entitled to put the 6m Services out to tender (irrespective of whether or not there is a change in the specification of the initial 6m Vehicles) for the remaining term of this Agreement on such terms as the City may deem appropriate. To the extent that the Operator wins the aforesaid tender the Guaranteed Kilometres attributed to 6m Services shall be reduced by 50% ,

for the remaining term of this Agreement. If the Operator does not win the tender, the Operator shall be entitled to the Guaranteed Kilometres in respect of the 6m Services as provided for in terms of clause 7 for the remainder of this Agreement.

13.7.4 Where the City exercises its election in terms of clauses 13.7.1 or 13.7.2 and the Operator declines the offer contemplated therein, as the case may be, for purposes of determining the Guaranteed Kilometres over the remaining period of this Agreement, those kilometres allocated to 6m Vehicles shall be deducted from the Allocated Kilometres over the remaining period of the Agreement.

13.8 The City undertakes not to schedule any additional kilometres in relation to the 6m Services without the Operator's prior written consent.

13.9 Nothing contained in this clause 13 or anywhere else in this Agreement, shall be construed as:

13.9.1 providing consent or approval by the City that 6m Vehicles may be used for the rendering of any 6m Services after the termination of the period referred to in clause 13.5; or

13.9.2 an expectation on the part of the Operator regarding the provision by the City of the 100% guarantee contemplated in clause 13.2 for the remaining period of this Agreement, it being specifically recorded that the aforesaid guarantee provided during the first 6 year period was agreed to purely on the basis of a 6 year trial period of the 6m Services and in respect of any extension of the 6m Services beyond the 6 year trial period, the guarantee in respect of 6m Services shall be determined in accordance with the provisions of clause 7.

14. Delivery and return of City Vehicles

14.1 The City shall procure the delivery of the City Vehicles allocated to the Operator described in the Operational Specifications Schedule to the Operator on the relevant Vehicle Delivery Date and the Operator shall be obliged to accept same.

14.2 Prior to the Vehicle Delivery Date and on each anniversary of the Vehicle Delivery Date thereafter ("Annual Inspection"), the Operator and the City shall

jointly carry out an inspection of all City Vehicles to be delivered to the Operator under this Agreement. The state and condition of such City Vehicles shall be noted and recorded in writing and signed by the Operator and the City.

14.3 At each Annual Inspection, the City shall grade the City Vehicles in accordance with their state and condition and shall inform the Operator of any repairs required in order to restore the City Vehicles to the state and condition they were in as at the Vehicle Delivery Date, fair wear and tear excluded.

14.4 The Operator shall forthwith after the Vehicle Delivery Date or the Annual Inspection (as the case may be), ensure that any City Vehicles damaged in any way whilst in its possession, shall be repaired by a person approved by the Transport Controller or the City's insurers and the costs (including any insurance excess costs) of reinstating such City Vehicles to a state of good repair, fair wear and tear excluded, shall be paid from the proceeds of the insurance referred to in clause 67 provided that, if the City's insurers repudiate liability due to the intentional or negligent acts or omissions of the Operator, such costs shall be borne by the Operator including the excess costs.

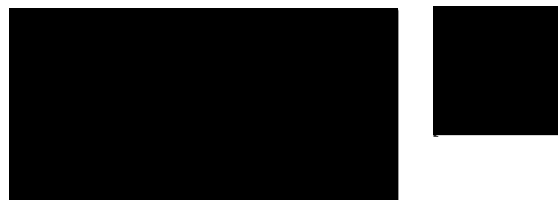
14.5 The provision and return of City Vehicles to and by the Operator and the state of such City Vehicles shall be recorded in writing and signed by the Operator and the City at the relevant time and the obligations on the Operator in terms of clauses 14.2 and 14.4 shall apply.

15. Vehicle Ownership

15.1 Introduction

15.1.1 The City wishes to ensure that the City Vehicles are properly maintained by the Operator at the required intervals using the appropriate parts and that the Operator is incentivised to carry out such maintenance to the City Vehicles for the duration of this Agreement.

15.1.2 At a time to be determined by the City but before the Termination Date, the City intends initiating a tender process (the "**Tender**") whereby the provision of the Services ("**Tender Services**") is eventually awarded to a New Operator.



- 15.1.3 Unless expressly stated otherwise in this Agreement, it is the intention of the City, that ownership of the City Vehicles shall remain vested in the City at the conclusion of the 12 year duration of this Agreement and that the City Vehicles are delivered to the New Operator for the provision of the Tender Services, thereby avoiding the need for the New Operator to invest significant amounts of its own or borrowed funds to pay for City Vehicles already financed by the City.

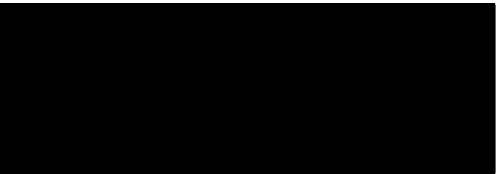
15.2 Ownership of Additional Vehicles and Replacement Vehicles

- 15.2.1 This clause 15.2 provides for the change in ownership of the Additional Vehicles and Replacement Vehicles in circumstances where the Agreement subsists for the full 12 year period and the Agreement is not terminated earlier in accordance with its terms.

- 15.2.2 In the event that the Operator is awarded the Tender and to the extent that it has paid for the Additional and/or Replacement Vehicles, ownership in such Additional Vehicles or Replacement Vehicles shall remain vested in the Operator.

- 15.2.3 If the Tender is not awarded to the Operator, the City shall create an obligation on the part of the New Operator in terms of the Tender requirements to purchase the Additional Vehicles and Replacement Vehicles from the Operator and the Operator shall be obliged to offer such Additional Vehicles for sale to the New Operator, at a purchase price equal to:

- 15.2.3.1 the market value of such Additional Vehicles or Replacement Vehicles, as determined by the Independent Vehicle Valuator; or

- 15.2.3.2 any remaining loan balance which the Operator owes to any third party in respect of funding the Additional Vehicles or Replacement Vehicles (including but not limited to any financing costs), less any reduction in the market value of such Additional Vehicles or Replacement Vehicles due to inadequate maintenance and/or damage caused to any of the Additional Vehicles or Replacement Vehicles, which amount shall be determined by the Independent Vehicle Valuator,
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whichever is the greater.

15.3 Ownership of City Vehicles in relation to a New Operator

15.3.1 The City considers the proper and regular maintenance of the City Vehicles by the Operator for the duration of this Agreement to be in the City's best interests, whether the City Vehicles are transferred to the New Operator for the provision of the Tender Services or disposed of by the City at their maximum possible market value at the conclusion of this Agreement.

15.3.2 The City may only be able to make a determination regarding the suitability of the City Vehicles for use by the New Operator for the provision of the Tender Services shortly before the tender documents for the Tender are issued and is unable to determine whether a significant market for the City Vehicles will exist at the end of this Agreement and if so, what the market values of such City Vehicles will be at the time.

15.3.3 Without detracting from the obligations of the Operator to maintain the Vehicles in good order and condition (including the Major Parts), in the event that the City Vehicles do not meet the specifications set out in the tender documents, the City will, subject to National Treasury approval (and compliance with any Applicable Law), be able to dispose of the City Vehicles for its own benefit.

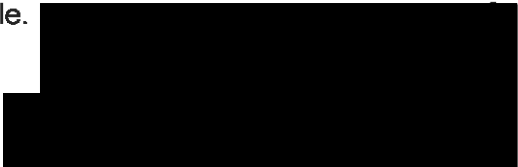
15.3.4 The model relating to the ownership of City Vehicles contained in this clause 15.3.4 eliminates any necessity for:

15.3.4.1 the Operator, during the Agreement, to pay to the City (from its own or borrowed funds) a market value for the City Vehicles; and

15.3.4.2 the New Operator, at the commencement of the Tender, to pay to the Operator (from its own or borrowed funds) a market value for the City Vehicles;

as the City Vehicles have already been fully financed by the City.

15.3.5 For the duration of this Agreement, if any City Vehicle has travelled at least 90% of its commercial life, such City Vehicles shall be transferred to the Operator at a price of R 1 per City Vehicle.



15.3.6 City Vehicles which have on average travelled less than 90% of their commercial life shall be dealt with as follows:

15.3.6.1 subject to National Treasury approval, compliance with any other Applicable Law and the City approving the use of the City Vehicles for the provision of the Tender Services, ownership of the City Vehicles shall pass (subject to certain conditions) to the New Operator at the commencement of the Tender period;

15.3.6.2 at the conclusion of the Agreement, the "unamortized by time (in months) or kilometres" cost of Major Parts installed on the City Vehicles by the Operator, will be refunded to the Operator ("**Major Part Refund**");

15.3.6.3 the Major Part Refund will be underwritten by the City and the cost thereof will be passed, in its entirety, to the New Operator at the commencement of the Tender (which will be a condition of bidding for the Tender), if the City Vehicles are deemed appropriate for use during the Tender;

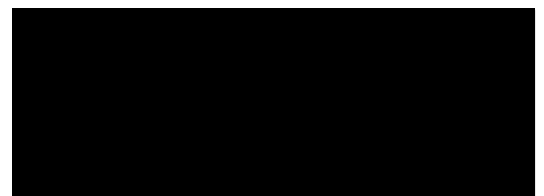
15.3.6.4 kilometre-related amortisation shall apply to Major Parts of the City Vehicles, where wear and tear may be more dependent on kilometres done and the total amortisation kilometre distance will be the useful life specified in kilometres ("**Useful Life**");

15.3.6.5 to the extent that the Tender ends prior to the conclusion of the Useful Life of the Major Parts, then the portion of the Major Part Refund will be calculated as follows:

$V = W - (W \times (Y / Z))$, where:

V = the Major Part Refund payable at the end of the Agreement period;

W = the original cost of the Major Part for the City Vehicle incurred by the Operator;



Y = the elapsed number of kilometres from the date of installation of the Major Part in the City Vehicle, to the end of the Agreement period; and

Z = the total Useful Life in kilometres of the Major Part in the City Vehicle.

- 15.3.6.6 In addition, the City will pay a market value incentive to the Operator at the conclusion of the Agreement, equal to 20% of the value of the City Vehicles, calculated as being the lower of the original cost of the City Vehicles and the average of the market values of the City Vehicles at the end of the Agreement period, as determined by two vehicle appraisers appointed by the City at its sole discretion.

15.4 **Ownership of City Vehicles in relation to the Operator**

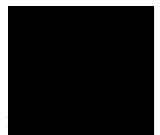
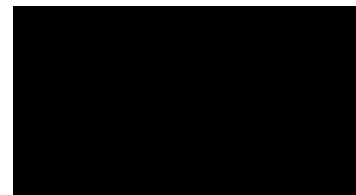
- 15.4.1 After a period of 3 years from the Commencement Date, the City may, in consultation with the Operator and subject to the approval of National Treasury and compliance with all other Applicable Law, allow the purchase of all the City Vehicles by the Operator at their residual value, as determined by the City, on terms to be agreed between the City and the Operator.

- 15.4.2 In the event that the Operator acquires the City Vehicles in accordance with the terms of this clause 15.4, the Operator shall be required to refurbish the City Vehicles on or before the 6th anniversary of the Commencement Date in order to improve the Operator's eligibility should it wish to tender for the provision of the Services as contemplated in clause 15.1.2 above.

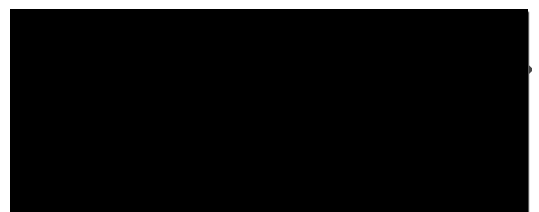
16. **City's obligations in relation to Contingency Vehicles and Surplus Vehicles**

- 16.1 For purpose of this clause 16,

- 16.1.1 **"Contingency Vehicle"** means, in addition to the total number of Peak Vehicles allocated to the Operator as determined by the Schedule, a City Vehicle as set out in Table 2E of the Operational Specifications Schedule; and



- 16.1.2 **"Surplus Vehicle"** means a City Vehicle procured, for use during a particular Milestone but which has not been put into service due to a delay in the roll-out of the relevant Milestone.
- 16.2 Subject to the provisions of clause 19, the Operator shall be responsible for such Vehicles as it is for any other, provided that the Operator may claim from the City on a pro-rata basis only for the necessary Vehicle registration licence fees and the relevant fees due in respect of certificates of fitness, in respect of:
- 16.2.1 a Contingency Vehicle, until such time as such Vehicle is put into service as a Peak Vehicle due to allocation of Additional Service to the Operator; and
- 16.2.2 a Surplus Vehicle, until such time as such Vehicle is required as a Peak Vehicle due to the roll-out of new Milestones.
- 16.3 Notwithstanding the provisions of clause 1.1.62 and only in respect of the maintenance of 9m Vehicles deemed to be either Contingency Vehicles or Surplus Vehicles, the Operator may claim from the City at the 9m Kilometre-related Rate for 50% of the actual kilometres travelled between the Staging Area or Depot at which such vehicle is usually sheltered and the Depot at which maintenance in respect of such Vehicles are to be carried out (i.e. the Stables Depot), provided that such number of actual kilometres travelled is less than 2 500 kilometres per maintenance cycle.
- 16.4 In accordance with the City's rights to access the Vehicles in accordance with the further provisions of this Agreement, the City shall be entitled to conduct odometer reading checks between the maintenance cycles to ensure compliance with this clause 16.



PART E - PENALTIES

17. Penalties

- 17.1 The City shall be entitled to impose Penalties on the Operator for infringements as contemplated in the Service Levels and Penalties Schedule in accordance with the provisions of this clause 17.
- 17.2 The City shall deliver Weekly written notices to the Operator relating to alleged infringements as provided in the Service Levels and Penalties Schedule which have come to the attention of the Transport Controller ("**Infringement Notice**"). The Infringement Notices shall categorise the infringements into:
- 17.2.1 serious infringements, being serious infringements listed in service level category 9 of the Service Levels and Penalties Schedule ("**Serious Infringements**"), and
- 17.2.2 other infringements being, infringements which do not fall into the category in 17.2.1 ("**Other Infringements**").
- 17.3 Infringement Notices which have been issued to the Operator shall be dealt with in accordance with the following provisions:
- 17.3.1 save as provided otherwise in this clause 17, the Infringement Notices issued in the preceding Week shall be considered by the City at Weekly meetings of a special committee constituted by officials of the City or a supervision and monitoring firm appointed by the City (the "**Penalty Committee**");
- 17.3.2 the Operator's Authorised Representative shall be entitled to address the Penalty Committee at such Weekly meetings regarding the Infringement Notice and/or may submit additional documentary evidence regarding the matter for consideration at the Weekly meetings;
- 17.3.3 the Penalty Committee shall adjudicate the infringements contained in the Infringement Notices, irrespective of whether a representative of the Operator attends such Weekly meeting or not. Where infringements are upheld, the Penalty Committee will confirm or reduce the applicable Penalty, having regard to any representations of the Operator and any [REDACTED]

documentary evidence that has been submitted to the Penalty Committee. The Penalty Committee may also, in its sole discretion, in circumstances where it requires additional information or investigation regarding an infringement, postpone its finding regarding the relevant infringement to a future meeting of the Penalty Committee in order to procure such information or complete any investigation it may require;

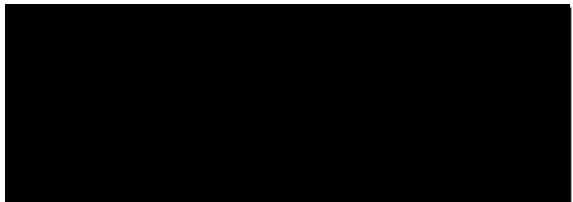
- 17.3.4 should the Operator expressly accept the Other Infringements as set out in the Infringement Notice, including the Penalty applicable to such infringement, prior to or at such Weekly meetings, the Operator shall be entitled to a rebate of an amount equal to 30% of the Penalties so accepted for the relevant Month ("**Rebated Penalties**"). It is expressly stated that Rebated Penalties do not apply to Serious Infringements.
- 17.4 On a Monthly basis, the Penalty Committee shall issue a notice setting out the outcome of its adjudication of the infringements and the Penalties applicable ("**Penalty Notice**") in which the Penalties are categorised as follows:
- 17.4.1 Penalties relating to Serious Infringements ("**Serious Infringement Penalties**");
- 17.4.2 Penalties relating to Other Infringements ("**Other Infringement Penalties**"); and
- 17.4.3 Rebated Penalties.
- 17.5 Penalties recorded in the Penalty Notice shall be deducted by the Operator from its next Invoice to the City.
- 17.6 The Serious Infringement Penalties shall be increased if Serious Infringement Penalties are imposed:
- 17.6.1 more than 2 times in any given Month, by double the Penalty amount for the relevant Serious Infringement;
- 17.6.2 more than 4 times in any given Month, by 3 times the Penalty amount for the relevant Serious Infringement;
- 17.6.3 more than 6 times in any given Month, by 6 times the Penalty amount for the relevant Serious Infringement;
- [REDACTED]

- 17.6.4 more than 8 times in any given Month, by 10 times the Penalty amount for the relevant Serious Infringement;
- 17.6.5 more than 10 times in any given Month, by 15 times the Penalty amount for the relevant Serious Infringement.
- 17.7 Subject to clause 17.6, Other Infringement Penalties (excluding Serious Infringement Penalties) shall be increased for each Other Infringement Penalty within the same service level category in any given Month as follows:
- 17.7.1 where the number of Other Infringements is higher in any given Month than the value specified in the "1st threshold" column, by 2 times the Penalty amount for the relevant Other Infringement; and
- 17.7.2 where the number of Other Infringements is higher in any given Month than the value specified in the "2nd threshold" column, by 3 times the Penalty amount for the relevant Other Infringement.
- 17.8 Notwithstanding any other provision of this Agreement:
- 17.8.1 in the event that an infringement of the Service Levels and Penalties Schedule by the Operator comes to the attention of the Transport Controller, the City will use its reasonable endeavours to inform the Operator within 2 Business Days of becoming aware of such infringement, so as to enable the Operator to take corrective action regarding the relevant infringement. Whether the City informs the Operator or not of any such infringement, the City shall not be precluded from issuing a Penalty Notice in respect of such infringement;
- 17.8.2 the maximum amount of Penalties that the City shall be entitled to charge in respect of Other Infringement Penalties and Rebated Penalties in any Monthly period shall be an amount equal to 15% of the Monthly Consideration specified in any given Invoice ("the **Penalty Cap**"). For the avoidance of doubt, the Penalty Cap shall not apply to Serious Infringement Penalties which shall be deducted from the relevant Monthly Invoice over and above the Penalty Cap (and should the amount of the Invoice be insufficient to cover the Serious Infringement Penalties, the

balance shall be deducted from any future amounts payable to the Operator in terms of an Invoice);

- 17.8.3 the Penalty Committee may, if provided with adequate evidence of extenuating circumstances by the Operator, reduce or waive any Other Infringement Penalty;
- 17.8.4 where the Operator has received and paid a fine in respect of a traffic offence relating to speeding, the Penalty Committee may not issue a Penalty Notice in respect of such offence if the Operator produces proof of payment of such fine to the Penalty Committee;
- 17.8.5 should the Operator voluntarily advise the City in writing of any Other Infringement it may have committed and also undertakes to remedy such infringement, the City may refrain from issuing an Infringement Notice in its sole discretion. In the event that the Operator fails to adhere to its undertaking in this regard, the City may issue an Infringement Notice for double the Penalty amount in respect of the Other Infringement;
- 17.8.6 the imposition of Penalties shall not preclude the City from making use of its other remedies provided for in terms of this Agreement for non-fulfilment by the Operator of its obligations;
- 17.8.7 the decision of the Penalty Committee in relation to the imposition of Penalties shall be a pre-condition for, but shall not preclude the Operator from disputing the Penalty Committee's decision by referring the matter to arbitration as contemplated in terms of clause 60.4 of this Agreement;
- 17.8.8 the Penalty Committee shall not issue Infringement Notices to the Operator in respect of Trips performed late as a result of the delay of another vehicle forming part of an integrated public transport network or plan or as a result of a request by the SM Contractor or the Control Centre.

18. Most Compliant Operator

- 18.1 For purposes of this clause 18, the term "**Relevant Operator**" shall mean the Operator and the Other Operators, or any of them, as the context indicates.
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18.2 In accordance with the City's vision for implementing a high-quality IRT System and in order to incentivise the Operator and the Other Operators to devote their best efforts to the provision of the Services in a manner consistent with the City's required standards, the City has agreed to reward the Relevant Operator which is in compliance with the requirements contained in clause 18.4 (the "**Most Compliant Operator**") for each Quarter of a calendar year after the Commencement Date (the "**Assessment Period**"), subject to the further provisions of this clause 18. The City shall calculate the amount payable to the Most Compliant Operator during the relevant Quarter, subject to clause 18.3, having regard to, among other factors, the number of kilometres allocated to each operator and the Penalties incurred by the Other Operators ("**Incentive Payment**").

18.3 The Incentive Payment calculated by the City shall be allocated as follows:

18.3.1 50% shall be paid to the Most Compliant Operator in accordance with clause 18.8 below; and

18.3.2 the remaining 50% shall be retained by the City.

18.4 The City shall determine the Most Compliant Operator in accordance with the following requirements:

18.4.1 the Relevant Operator shall have incurred the least rand value of Penalties in comparison to the Other Operators;

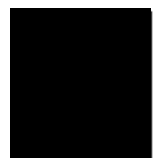
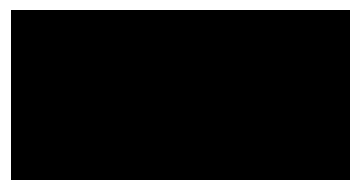
18.4.2 the Relevant Operator shall not have had more than 2% deducted from any of its Invoices, as a result of Penalties imposed;

18.4.3 the Relevant Operator shall have operated and observed the required punctuality for 98% of its Trips in accordance with the Schedule;

18.4.4 the Relevant Operator shall not have incurred any Serious Infringement Penalty; and

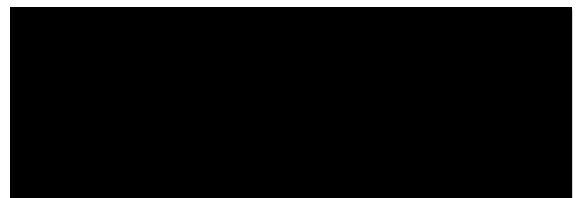
18.4.5 the Relevant Operator shall not have reached the Penalty Cap in any Month,

during the relevant Assessment Period.



- 18.5 In the City's calculation of the Rand value of the total Penalties incurred by the Relevant Operators for the relevant Assessment Period as contemplated in clause 18.4.1, the following shall be excluded:
- 18.5.1 Penalties incurred by the Relevant Operators which the City or the Penalty Committee, as the case may be, determines should not have been issued or should have been issued at a reduced amount;
- 18.5.2 the Rand value equivalent of the 30% rebate in respect of Penalties which have not been disputed by the Relevant Operators as contemplated in clause 17.3.4;
- 18.5.3 Penalties which are not contained in the Service Levels and Penalties Schedule; and
- 18.5.4 any Penalties specifically identified in the Service Levels and Penalties Schedule as being excluded from forming part of an Incentive Payment.
- 18.6 The City shall announce which of the Relevant Operators is the Most Compliant Operator on the 25th Day of the Month following the relevant Assessment Period.
- 18.7 Notwithstanding anything contained in this Agreement:
- 18.7.1 Penalties incurred by the Most Compliant Operator during the relevant Assessment Period shall not form part of the Incentive Payment;
- 18.7.2 for the purpose of determining the Most Compliant Operator, Penalties shall be taken into account in the Assessment Period during which such Penalties are resolved by the Penalty Committee; and
- 18.7.3 should none of the Relevant Operators qualify as the Most Compliant Operator then the Incentive Payment shall be retained by the City.
- 18.8 If the Operator is determined to be the Most Compliant Operator as contemplated in clause 18.6, it shall include that portion of the relevant Incentive Payment, contemplated in clause 18.3.1, in its subsequent Invoice to the City. The City shall pay such Incentive Payment to the Most Compliant Operator in accordance with the City's Standard Payment Policy as contemplated in clause 8.3.

- 18.9 In the event of manifest error on the part of the Penalty Committee in its determination of the Most Compliant Operator, the City shall be entitled to recover such incorrectly awarded Incentive Payment from the Relevant Operator and apply set-off in respect thereof, against any future payments to the Relevant Operator.



PART F - OPERATOR RESPONSIBILITIES

19. In relation to Vehicles generally

- 19.1 It is recorded that the maintenance obligations of the Operator in regard to the Vehicles are comprehensive and accordingly recorded separately in Part G of this Agreement.
- 19.2 In addition to the obligations of the Operator under Part G hereof and without detracting from any other obligation on the Operator in this Agreement, the Operator shall have the obligations in respect of the Vehicles generally, as set out in the further provisions of this clause 19.
- 19.3 All Vehicles shall comply with the Operational Specifications Schedule, the requirements of the National Road Traffic Act, any applicable South African Bureau of Standards specifications and any other Applicable Law.
- 19.4 The City shall allocate a unique identifying fleet number to each Vehicle which is to be displayed at all times. The City shall provide the Operator with an initial set of display decals for the Vehicles and the Operator shall replace such display decals when necessary as specified in Figures C2 to C4 of the Operational Specifications Schedule or as directed by the City from time to time.
- 19.5 The City shall be entitled to conduct random inspections of any Vehicle in accordance with the further provisions of this Agreement. The City shall be entitled to prohibit the use of a particular Vehicle should such inspection reveal a defect which, in the sole discretion of the City, renders the Vehicle unsuitable for use on the *MyCiTi* IRT System. The prohibition of use of any Vehicle by the City shall not in any way release the Operator from any of its obligations pursuant to this Agreement. The Operator shall be fully responsible for the City Vehicles allocated to it, while in its possession.
- 19.6 The Operator undertakes to implement and maintain vehicle records and a maintenance / repair reporting system as reasonably required by the City from time to time for the duration of this Agreement and shall provide same to the City's Authorised Representative in such format on a Quarterly basis in respect of each calendar year or at such other intervals as the City may prescribe by Protocol, from time to time.
- [REDACTED] [REDACTED]

19.7 External service providers

19.7.1 The City shall provide a list of its approved vendors, for the purposes of this clause 19.7, to the Operator on or before the Commencement Date.

19.7.2 The Operator shall be obliged to ensure that in respect of the procurement of any Major Parts or in circumstances where City assets are materially affected, for example alteration, renovation or structural change to any Depot, only service providers which are either on the City's list of vendors or which have the relevant and necessary industry accreditation shall be utilised for such purpose, provided that:

19.7.2.1 in respect of service providers with the necessary industry accreditation, but who are not on the City's approved vendor list, the Operator shall procure that it provides the City with proof of such accreditation simultaneously with the submission of the first invoice from such service provider; and

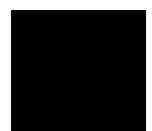
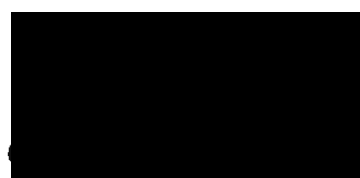
19.7.2.2 where the Operator intends utilising service providers who are not on the City's list of vendors or are not in possession of relevant and necessary industry accreditation, it shall first obtain approval from the City, before appointing such service provider.

20. Reporting and adherence to instruction

20.1 Regarding Services rendered under this Agreement, the Operator shall report to the Control Centre, which shall monitor and instruct the Operations Coordinator in respect of the implementation of the Services by the Operator.

20.2 The Operator shall provide a report to the City, on a Weekly basis, of the details of any Services which were required to have been rendered by the Operator and were not rendered during the 7 Day period prior to such report.

20.3 The Operator shall comply with and strictly adhere to the instructions and directions of the City and Authorised Representatives of the City regarding the operation of the Services. The Operator shall take instructions and directions only from authorised officials and agents of the City, identified in terms of clause 37.



20.4 Operations

- 20.4.1 Subject to clause 20.5, the Operator shall not be entitled to cancel Trips for any reason whatsoever without the prior written approval of the City.
- 20.4.2 The Operator shall provide the Services in accordance with the hours of operation and headways for the Services as set out in the Operational Specifications Schedule and shall operate the Services in accordance with the Schedule and in compliance with any further direction of the Control Centre.
- 20.4.3 Without detracting in any way from the Operator's obligations regarding servicing and maintenance of Vehicles, the Operator may apply in writing to the City for a variation in the types of Vehicles which are to be used to provide the Services on the basis of a change in passenger demand or the utilisation of better suited Vehicles with a different Capacity to that contemplated in the Operational Specifications Schedule having regard to Vehicles then at the Operator's disposal. The City shall, in its sole discretion, be entitled to grant or refuse such request having regard to, amongst other things, the financial implications thereof. The City's decision in this regard shall be final and binding on the Operator (which decision shall be communicated to the Operator within 14 Days of the Operator's written request being received by the City).
- 20.4.4 The Operator may not refuse to convey a person on a Trip (excluding a Trip in relation to Scheduled Positioning Kilometres) or part thereof unless the passenger Capacity will be exceeded at the time in question or on grounds of violent, abusive or otherwise illegal or offensive conduct on the part of that person or other grounds contemplated in the Act or the National Road Traffic Act 93 of 1996 or because the person refuses to pay the fare or present an unvalidated ticket. Where such an incident occurs, the Operator shall be obliged to log a report with the Control Centre within 30 minutes of the occurrence, detailing the nature and location of the incident and where applicable, details of the parties involved.



20.5 Temporary interruptions, delays or deviation from scheduled Trips

20.5.1 The cancellation of Trips by the Operator shall only be permitted if such cancellation is due to:

20.5.1.1 unforeseen road closures, weather conditions (subject to prior agreement with the Control Centre), or any Event of Force Majeure; or

20.5.1.2 immediate danger to life and/or personal injury and/or serious damage to property;

in which event, the City and the Operator shall meet in good faith on an urgent basis, in person or telephonically, followed by written confirmation from the City, to agree upon the deviation from the Trips to be allowed and the expected date and/or time of recommencement of the Trips, or if the Parties fail to reach agreement within 1 hour after having met for the first time, whether telephonically or otherwise, the City's reasonable decision shall be final and binding on the Parties.

20.5.2 Where the Operator is of the opinion that Trips should be cancelled due to boycott action, intimidation, violence, strike action or any threats of the foregoing, either against the Operator or generally, the Operator shall refer the matter to the City for its decision, which shall be final and binding and not be subject to the provisions of clause 60. Should the City decide that such cancellation is justified, no Penalty shall apply. However, should the City decide that such cancellation is not justified and the Operator nevertheless fails to render the Services for any period of time whilst the action or threats contemplated above continue, the Operator shall be penalised in accordance with clause 17 and the Service Levels and Penalties Schedule and no payment shall be made in respect of such cancelled Trips.

20.5.3 The Operator shall inform the City immediately of any proposed cancellation of any Trips pursuant to 20.5.1.1 and 20.5.1.2 and the Parties shall meet on an urgent basis to agree upon the deviation to be allowed and the recommencement of the Trips, or if they fail to reach agreement within 1 hour after having met for the first time, the City's reasonable

[REDACTED]

decision shall be final and binding on the Parties and the provisions of clause 60 shall not apply in relation to the City's decision.

20.6 Skill and care in rendering uninterrupted Services

20.6.1 The Operator shall exercise the highest degree of skill, care and diligence in the provision of the Services to the reasonable satisfaction of the City.

20.6.2 Without limiting the generality of the foregoing, the Operator shall provide the Services strictly in accordance with the Schedule and at a standard which would reasonably avoid the incurring of Penalties as contemplated in the Service Levels and Penalties Schedule.

20.6.3 The Operator acknowledges and accepts that it is imperative for the success of the IRT System that the Services are rendered without interruption or delay and undertakes to do or procure the doing of all things reasonably necessary to ensure such uninterrupted and timeous service.

20.7 Compliance with standard operating and control procedures and requirements

The Operator shall at all times comply with any standard operating and control procedures and requirements for the day to day administration, monitoring, control and performance of this Agreement as may be reasonably determined by the City from time to time and the specific circumstances under which the IRT System operates from time to time, which shall include the Operational Specifications Schedule.

21. Operating Licenses

The Operator shall do everything reasonably necessary to maintain the validity of all Operating Licences for the duration of this Agreement and shall ensure that the terms or conditions of such Operating Licenses are not contravened.

22. ISO 9001 accreditation

22.1 The Operator is required to apply for ISO9001 accreditation or such other accreditation standard which may supersede ISO9001 and maintain such accreditation for the duration of this Agreement [REDACTED]

- 22.2 In the event that the Operator fails to achieve ISO9001 accreditation on or before the Commencement Date, the Operator shall report to the City on its progress of achieving such accreditation on a Monthly basis.
- 22.3 In the event that the Operator has not achieved ISO9001 accreditation within 24 Months of the Commencement Date, the Operator shall thereafter pay a Monthly penalty of R75 000 to the City, pro-rated for any part of a Month, until it achieves ISO9001 accreditation ("**ISO Penalty**"), such amount to be increased by 10% per Month until ISO9001 accreditation has been obtained. The City shall not impose the ISO Penalty if the Operator is able to prove, to the satisfaction of the City, that the delay in obtaining ISO9001 accreditation is due to factors beyond the Operator's control and not in any way due to the Operator's fault.
- 22.4 If, at any time during the term of the Agreement, the Operator loses its ISO9001 accreditation, the ISO Penalty shall become due and payable Monthly (commencing after the expiry of a 60 Day period following the loss of such accreditation) until such time as the ISO9001 accreditation is reinstated.
- 22.5 The Rand amount of the ISO Penalty shall escalate annually in accordance with CPI with effect from the Commencement Date.

23. Drivers

- 23.1 Without derogating from the Warranties given by the Operator in terms of clause 56.1, the Operator shall, by no later than 10 Days after the Commencement Date and/or the appointment of a Driver, furnish to the City in respect of each Driver, copies of:
- 23.1.1 an appropriate valid driver's licence;
- 23.1.2 an appropriate and valid professional driving permit ("**PrDP**") and subsequently on an annual basis as and when such PrDP is renewed; and
- 23.1.3 certification by the applicable City Vehicle Supplier, or by a trainer certified by the applicable City Vehicle Supplier, that the Driver has reached the necessary proficiency to operate City Vehicles.
- 23.2 Without detracting from Penalties which may be imposed in relation hereto, where a Driver operates a Vehicle without a valid drivers' licence and/or PrDP, [REDACTED]

the City shall be entitled to demand (and the Operator shall be obliged to comply with such demand) that such Driver is immediately removed from the Vehicle and replaced with another Driver in possession of a valid driver's license and PrDP.

- 23.3 The Operator shall deliver to the City an initial Drivers' Pool Schedule by not later than 2 Business Days after the Commencement Date, which schedule shall be updated on a Monthly basis for the duration of this Agreement and which may be provided to the City by way of an exception report indicating the incoming and exiting Drivers.
- 23.4 Where the City has reason to believe that a Driver poses a risk to the safety of passengers, or where a member of the public requests the City to investigate the conduct of a particular Employee of the Operator, the City shall notify the Operator in writing accordingly (setting out the reasons for its belief, where applicable), and the Operator shall be obliged to take all such steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and if appropriate, effecting the suspension of such Driver/Employee pending the finalisation of appropriate disciplinary action. The Operator shall report on the investigation to the City and if any disciplinary enquiry is instituted, the Operator shall report the outcome thereof to the City immediately upon such enquiry being completed.
- 23.5 In the event that a Driver listed in the Drivers' Pool Schedule is dismissed from the employment of the Operator as a result of any action or omission directly impacting the Services, or where the outcome of the disciplinary enquiry contemplated in clause 23.4 results in a dismissal of the relevant Driver/Employee, the Operator shall provide the name of such Driver/Employee and the reasons for such dismissal.
- 23.6 The Operator shall notify the City of any changes to the Drivers' Pool Schedule by delivery of an updated Drivers' Pool Schedule on a Monthly basis.

24. Training of the Drivers

- 24.1 The Operator will ensure that by the Commencement Date sufficient Drivers as are required to provide the Services, have attended any training sessions held by the City, if agreed to by the City and that such Drivers have completed training, obtained the relevant driver's licences and have been certified by the applicable [REDACTED]

City Vehicle Supplier as having reached the necessary proficiency to operate City Vehicles. This training shall include initial product training to enhance the performance and efficiency of the City Vehicles and regarding Drivers who already have the necessary licence(s), shall include training to refresh and improve the Drivers' proficiency.

24.2 The Operator shall:

24.2.1 ensure that by the Commencement Date and at every further Milestone sufficient Drivers as are required to provide the Services as required by the City at such time:

24.2.1.1 have been trained adequately to enable them to render high quality service;

24.2.1.2 are assigned to the relevant Routes; and

24.2.1.3 are in possession of valid driver's licences and PrDP's;

24.2.2 ensure that all Drivers learn the Routes so as to ensure compliance with the Service Levels and Penalties Schedule;

24.2.3 pay all costs associated with the acquisition of the required driver's licences and PrDP's for the duration of this Agreement; and

24.2.4 pay all costs associated with the training, unless otherwise is agreed to in writing by the City.

24.3 With particular reference to the 9m Vehicles, the City shall provide training specific to the model of the Vehicle (Product Training) only on a "train the trainer" basis. The City shall bear the costs of providing such product training (limited to the costs of the trainer and the training venue) for up to a maximum of 8 trainee-trainers nominated by the Vehicle Operator, provided that they are all available at the time that the training is offered by the City's service provider having given the Operator reasonable notice of such dates of training.

24.4 The City shall, by delivery of a Service Notice or Protocol to the Operator, specify the training requirements for all Drivers and the City shall be entitled to perform regular spot checks and examinations in order to ensure that the skill levels of Drivers are maintained in accordance with the City's requirements.

[REDACTED] [REDACTED]

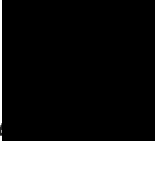
25. Co-operation with Other *MyCiTi* Contractors

- 25.1 Where interaction between the Operator and any Other *MyCiTi* Contractors is required in terms of this Agreement, in practice or in terms of a Service Notice or Protocol, for the efficient and effective operation of the *MyCiTi* system, the Operator shall use its best endeavours to co-operate with Other *MyCiTi* Contractors and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with the other *MyCiTi* Contractors, in terms of the Service Notice or Protocol, as the case may be.
- 25.2 Should the Operator and the other *MyCiTi* Contractors fail to reach an agreement as contemplated in clause 25.1, the City shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between them, as the case may be.
- 25.3 In any event, notwithstanding the provisions above, the City shall at all times be entitled to issue Protocols regulating the interaction between the Operator and Other *MyCiTi* Contractors.
- 25.4 The Operator shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement between the Operator and Other *MyCiTi* Contractors in terms of clause 25.1 above.
- 25.5 Notwithstanding the above and specifically in relation to the Advertising Management Contractor, it is recorded that the City has concluded the Advertising Management Agreement pursuant to tender number [REDACTED] which agreement provides for the conclusion of a co-operation agreement between *MyCiTi* Contractors substantially in the form of Annexe O. The Operator undertakes to conclude the aforesaid co-operation agreement with the Advertising Management Contractor as soon as possible after the Signature Date and to ensure that, upon expiry of the Advertising Management Agreement, a similar agreement is concluded with the new Advertising Management Contractor appointed by the City.
- [REDACTED]
- [REDACTED]

26. Equipment on Vehicles

- 26.1 The Operator shall take all necessary steps to make the Vehicles available to the City and its contractors for the purposes of installation, removal or maintenance of any equipment:
- 26.1.1 within 12 hours of the City or its contractors requesting such access for purposes of maintenance or servicing;
 - 26.1.2 within 24 hours of the City or its contractors requesting such access for purposes of maintenance or servicing of the Vehicles at a location other than a Depot; and
 - 26.1.3 within 1 hour in emergency situations and where the relevant Vehicle is required for the provision of the Services.
- 26.2 Where equipment on a Vehicle, which Other *MyCiTi* Contractors are required to maintain and repair malfunctions and results in a Vehicle being removed from the Services, the Operator shall make such Vehicle available to the relevant *MyCiTi* Contractor immediately for repair of the aforesaid malfunction. Should the Operator make such Vehicle available to the relevant *MyCiTi* Contractor immediately, no Penalties in respect of missed Trips shall be imposed on the Operator.

27. Employment

- 27.1 The Operator shall recruit and employ all Employees necessary to provide the Services, including Drivers, inspectors and all other administrative and management staff.
- 27.2 The Operator shall, in recruiting staff to comply with its obligations in terms of this Agreement, give preference to persons recorded in Register 1 and shall where appropriate, provide any additional training required to render such persons suitable to provide the Services required in terms of this Agreement.
- 27.3 The Operator shall, for a period of 3 years from the Commencement Date, ensure that at least 75% of its Employees shall be employed from Register 1 and with respect to those of its Employees holding supervisory, middle and senior
- 

management positions, at least 10% shall be Employees drawn from Register 1 ("**Minimum Percentage Threshold**").

27.4 Should the percentage of Employees recruited and employed from the Register 1:

27.4.1 fall below the Minimum Percentage Threshold contemplated in clause 27.3, a penalty of R10 000 per Month (commencing after the expiry of a 60 Day period following such determination), shall be imposed for each percentage point below the Minimum Percentage Threshold, subject to clause 27.5 below; or

27.4.2 meet or exceed the Minimum Percentage Threshold contemplated in clause 27.3, the City shall pay the Operator a training allowance of R20 000 per year for each percentage point above the Minimum Percentage Threshold maintained during the year. Such amounts shall be paid retrospectively and shall only be utilised for purposes of training Employees. The City shall be entitled to audit the application of the training allowance, from time to time, to ensure compliance.

27.5 Should the Operator meet the Minimum Percentage Threshold at the commencement of any Milestone but thereafter fall below the Minimum Percentage Threshold, the Operator shall be entitled to provide the City with a written report ("**Motivation**") setting out:

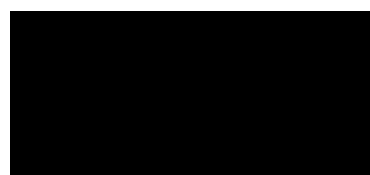
27.5.1 the reasons for failing to maintain the Minimum Percentage Threshold;

27.5.2 all steps the Operator has taken to meet and maintain the Minimum Percentage Threshold; and

27.5.3 any other factors which the Operator considers relevant in assisting the City to exercise its discretion in terms of clause 27.6 below.

27.6 After consideration of the Motivation and such further information as the City may request from the Operator, the City shall be entitled, in its sole discretion, to waive all or part of the penalty referred to in clause 27.4.1.

27.7 The Rand amounts contemplated in clause 27.4 above shall escalate annually in accordance with CPI.



- 27.8 The Parties acknowledge that the measures put in place as contemplated in clause 27.4 may not result in the employment of all persons from Register 1. In respect of those persons who have not been offered employment by Another Operator or by the City ("**Remaining Impacted Bus and Minibus Taxi Industry Personnel**"), the City undertakes to put in place prior to the final roll-out of Phase 1A and 1B:
- 27.8.1 a process to facilitate the possible employment of the Remaining Impacted Bus and Minibus Taxi Industry Personnel elsewhere within the IRT System;
- 27.8.2 an advisory service through which the Remaining Impacted Bus and Minibus Taxi Industry Personnel could possibly secure employment outside the IRT System;
- 27.8.3 a process aimed at enhancing the knowledge and skill levels of the Remaining Impacted Bus and Minibus Taxi Industry Personnel with the view to improve their employability;
- 27.9 The costs of the processes and actions outlined in clause 27.8 shall be borne by the City.
- 27.10 Within 14 Days of the Signature Date, the City shall establish a committee consisting of representatives of the City and the Vehicle Operators ("**Employee Work Group**"). The task of the Employee Work Group will be to guide and finalise the processes contemplated in clause 27.8 and to guide and monitor their implementation.
- 27.11 As soon as possible after the establishment of the Employee Work Group the City shall ensure that the appointment of a suitably qualified human resource practitioner to facilitate the processes envisaged in clauses 27.8 and 27.10 above. The City shall consult the Operator regarding the identification of the human resources practitioner involved, prior to making such appointment. The human resource practitioner shall be incentivised to achieve maximum employment of the Remaining Impacted Bus and Minibus Taxi Industry Personnel.
- 27.12 The Operator shall keep an updated register of all Employees, recording their positions within the Operator's business and whether such Employees were
- [REDACTED] [REDACTED]

recruited from Register 1 and provide the City with an updated report on a Quarterly basis for each Financial Year regarding the Operator's performance in so far as meeting the Minimum Percentage Threshold is concerned.

27.13 The Operator shall be obliged to procure that each contract of employment with any Employee includes provision for the consent by such Employee, in the event of his dismissal, to the release by the Operator of immediate notification of such dismissal, the reasons therefor and the outcome of any relevant disciplinary meeting held in respect of such Employee.

27.14 The Operator shall comply with the South African Road Passenger Bargaining Council ("SARPBAC") and any other relevant bargaining council agreements applicable to it and shall submit to the City an annual certificate evidencing such compliance.

28. Public relations

28.1 In order to ensure that the Services are rendered in a seamless manner and that the Services as experienced by members of the public are consistent with the City's expectation of a high quality IRT System and are regarded as such by the general public, the Operator shall ensure that Employees:

28.1.1 communicate with passengers and members of the public in a customer friendly, professional and helpful manner under the *MyCiTi* "banner" as required of *MyCiTi* staff;

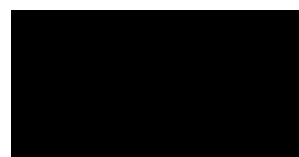
28.1.2 conduct themselves as if they were *MyCiTi* staff and at all times, behave in a manner befitting the *MyCiTi* image and brand;

28.1.3 refrain from conduct which may bring the City and the IRT System into disrepute; and

28.1.4 deal with customer complaints in a responsive and courteous manner and as if under the *MyCiTi* "banner".

28.2 In complying with clause 28.1, the Operator shall ensure that all Employees receive appropriate training in the following areas:

28.2.1 service requirements of passengers with disabilities;



- 28.2.2 management of confrontational or difficult passengers;
 - 28.2.3 occupational health and safety issues;
 - 28.2.4 customer care and customer relations;
 - 28.2.5 the role of a Driver;
 - 28.2.6 inspection, dispatch and supervision of services;
 - 28.2.7 compilation of claims;
 - 28.2.8 passenger safety, which shall include, amongst other things, procedures pertaining to safe embarking and disembarking of passengers, ensuring that Vehicle doors are closed only when it is safe to do so.
- 28.3 Should the Operator become aware of an Employee that is not fit and proper to execute his/her duties effectively, the Operator shall take appropriate action immediately.

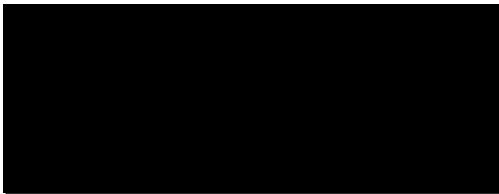
29. Passenger Information

- 29.1 For the duration of this Agreement and subject always to Protocols issued by the City from time to time the Operator shall be obliged to:
- 29.1.1 collect and handover any lost property to the SM Contractor;
 - 29.1.2 display any information provided to it by the City for display on Vehicles or Stops, in co-operation with the Advertising Management Contractor;
 - 29.1.3 ensure that Employees are able to inform customers regarding timetables, Routes, fares, basic way finding information and other transport services;
 - 29.1.4 report, to the City, any damage and/or mistakes regarding any signage on the Vehicles; and
 - 29.1.5 respond to any complaints forwarded to it by the City within 7 Days.
- 29.2 In addition, the Operator shall ensure that up-to-date timetables and fare tables are displayed at all times on Vehicles.

30. **MyCiTi Rules**

- 30.1 In addition to Applicable Laws and Service Notices / Protocols, the City has issued rules of conduct in terms of Section 2(3)(a) of the Control of Access to Public Premises and Vehicles Act with which persons using the Vehicles must comply ("the **MyCiTi Rules**"). The **MyCiTi Rules** are available on the **MyCiTi** website <http://www.capetown.gov.za/myciti>.
- 30.2 The Operator shall ensure that the Employees and any subcontractors, consultants and advisors engaged by the Operator are, at all times, aware of and act in compliance with the **MyCiTi Rules** (including any changes to such rules).
- 30.3 When Employees utilise the Services, they shall act in an exemplary manner in compliance with the **MyCiTi Rules**.

31. **Uniforms**

- 31.1 For purposes of this clause 31, "Employees" shall specifically exclude those employees identified by way of a Protocol.
- 31.2 The City requires all Employees to wear Uniforms at all relevant times during the rendering of the Services. The Operator shall ensure that its Employees are appropriately attired in the prescribed Uniforms.
- 31.3 It is agreed that the Uniforms provided by the Operator shall comply with the specification and design provided by the City from time to time. The City shall consult with the Operator before amending the specification and design of the Uniforms.
- 31.4 The Operator shall take such reasonable steps as may be necessary to ensure that the Uniforms are kept in good condition and worn in a professional manner and in accordance with the high standards required by the City in relation to the **MyCiTi** branding.
- 31.5 To the extent that Uniforms are lost by Employees of the Operator and such lost Uniforms are ultimately found and stored in the City's lost property department within the IRT System and not recovered within a reasonable time, the City shall be entitled to re-sell such Uniforms to the Operator or its Employees, as the case may be.
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31.6 Temporary Uniforms

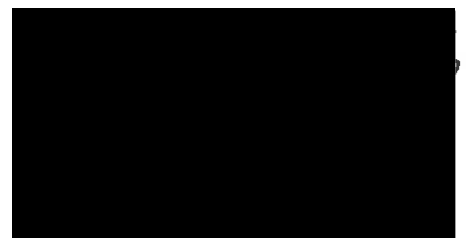
- 31.6.1 The Operator shall ensure that all temporary Uniforms (including bibs and name tags) are handed over to the City timeously to ensure that the full Uniform is accounted for and available to the employees of new *MyCiTi* Contractors or to the City for re-issue, as the case may be.
- 31.6.2 The Operator shall pay to the City the value of any temporary Uniform which is not accounted for.

32. Image and Marketing

- 32.1 The Operator shall comply with instructions from the City from time to time regarding *MyCiTi* branding in terms of the use of graphics, information, signage, information, advertising and Vehicle livery and will co-operate with and participate in agreed marketing programmes as directed by the City.
- 32.2 The Operator shall, within 48 hours after receiving notice from the City or the Advertising Management Contractor requesting access to the Vehicles, allow the City and the Advertising Management Contractor access to the Vehicles to facilitate the application, installation, maintenance, or removal of advertisements and facilities for digital TV/infotainment, in accordance with the provisions of the Advertising Management Agreement or as directed by the City from time to time. It is the Operator's responsibility to note any damage to Vehicles before and after the affixing of advertising, failing which it will be held liable for the costs of any repairs to such Vehicles.
- 32.3 The Operator shall not be permitted to affix or display advertising material of any kind on the interior or exterior of any of the Vehicles, Depot, Staging Areas, Stations or Stops or allow or permit same to be affixed or displayed without prior approval from the City.

33. Access control

- 33.1 The Operator shall be responsible for access control and to monitor fare evasion on Vehicles.



33.1.1 Obligations in relation to access control

33.1.1.1 The Operator shall be responsible for ensuring that the passengers accessing Vehicles from the left hand side validate their electronic fare smartcards correctly (and for defacing any valid paper tickets still in circulation, if any) and to implement any further obligations in relation to fare collection as specified in Protocols, from time to time.

33.1.1.2 It is recorded that access control measures as contemplated under this clause 33 apply to boarding from the left side of the Vehicle and shall not apply when utilising right-sided doors (which are utilized to embark or disembark at Stations). With regard to boarding from the left side of the Vehicle, the following shall apply:

33.1.1.2.1 the Operator shall be obliged to manage and monitor access control on Vehicles and shall ensure that all passengers embark and disembark in compliance with Protocols, including presenting tickets to be defaced (if applicable), or using electronic fare smartcards; and

33.1.1.2.2 where a passenger enters a Vehicle without presenting a valid ticket or electronic fare smartcard, the Operator shall take such necessary action as prescribed in the Service Levels and Penalties Schedule and in Protocols.

33.1.1.3 In the event that the obligations of the Operator in terms of this clause 33.1.1 require the appointment of additional staff, the Operator shall notify the City of the number and proposed function of such additional staff. Should the City agree that such appointments are necessary in order for the Operator to perform its obligations in terms of this clause 33.1.1, the City shall bear the direct costs in relation to such additional appointments.

33.1.2 Obligations in relation to fare evasion

33.1.2.1 Should a passenger breach access control measures and board a Vehicle and should such Vehicle depart before corrective action is taken, the SM Contractor is obliged to inform the Control Centre to [REDACTED]

alert the relevant Driver of such incident. To the extent possible, the Operator shall ensure that the Driver uses all reasonable endeavours to identify the offending passenger and inform the SM Contractor's staff of the incident at the following Station.

33.1.2.2 Where Employees or an inspector identifies fare evasion on a Feeder Vehicle and are unable to appropriately deal with such situation without delaying the Services, the Operator or inspector shall inform the SM Contractor to remedy the situation in accordance with Protocol, either directly or via the Control Centre.

33.1.2.3 In the event of fare evasion on a Feeder Vehicle, the Driver shall report the incident to the Control Centre and the SM Contractor's staff on arrival at the relevant Station, without causing unreasonable delays to the Service and whenever possible, provide the Control Centre and the SM Contractor's staff with a description of the offending passenger.

34. On-board Fare Payment Units and the APTMS Units

34.1 Rights and obligations of the City in respect of on board units

34.1.1 The City shall:

34.1.1.1 have the right to install, replace and/or upgrade the Fare Payment Units and the APTMS Units on the Vehicles during the currency of this Agreement and shall be entitled to remove same from the Vehicles on the Termination Date; and

34.1.1.2 supply the Operator with a Depot workstation on which operations can be viewed by the Operator in real time.

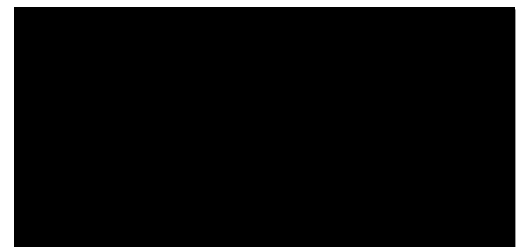
34.2 Obligations of the Operator in respect of on board equipment

34.2.1 The Operator shall:

34.2.1.1 at all times comply with the reasonable specifications and instructions for the operation, care and use of the Fare Payment Units and/or the APTMS Units as prescribed by the City by notice in writing from time to time;

[REDACTED]

- 34.2.1.2 not allow the Fare Payment Units and/or the APTMS Units to be used for any purpose other than to fulfil its obligations in respect of the provision of the Services as set out in this Agreement;
- 34.2.1.3 keep detailed record of all defects and repairs effected by the City's contracted suppliers of the Fare Payment Units and/or the APTMS Units ("**AFC and APTMS Maintenance Contractors**") for inclusion in regular reports to the City as may be prescribed by the City from time to time;
- 34.2.1.4 bear the cost of repair to or replacement of the Fare Payment Units and/or the APTMS Units occasioned by theft or damage, resulting from the abuse or gross negligence of any Employee. The Operator shall be entitled to inspect the relevant Fare Payment Unit and/or APTMS Unit prior to such repair or replacement;
- 34.2.1.5 not permit any Vehicle to leave the Depot for the purpose of performing a Trip with an unrepaired defect in the Fare Payment Units or the APTMS Units, unless the Operator has reported the defect to the Control Centre and the Control Centre has instructed the Operator to utilise the relevant Vehicle on a specific Route;
- 34.2.1.6 ensure that all Drivers immediately report any malfunctioning and/or defects in any of the Fare Payment Units and/or the APTMS Units detected during any Trip, to the Control Centre. Each such report must be made to the Control Centre by the relevant Driver by no later than the time of the relevant Vehicle's arrival at the next Station or Stop according to the Schedule and subsequently be included by the Operator in the prescribed report to the City. The Operator and the Driver must adhere to any instruction given by the Control Centre after reporting a defect;
- 34.2.1.7 afford the relevant AFC and APTMS Maintenance Contractors, authorised by the City, reasonable access to the Vehicles for purposes of maintenance and/or servicing of the Fare Payment Units and the APTMS Units; and



- 34.2.1.8 upon expiry of the relevant Vehicle Maintenance Agreements with the relevant Vehicle Suppliers, the Operator shall, for the duration of this Agreement, be responsible for the servicing, maintenance and repair of the APTMS Unit supplied and installed by, or on behalf of, the relevant Vehicle Supplier (and as more fully described in the Operational Specifications Schedule). For clarity sake, it is recorded that the Operator shall not be responsible for any APTMS Unit supplied by any other *MyCiTi* Contractor.

34.3 Risk and ownership of the on board units

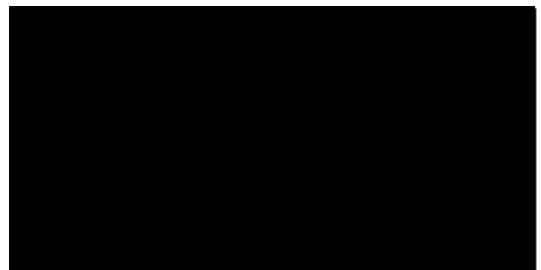
- 34.3.1 Ownership of the Fare Payment Units and the APTMS Units shall at all times remain vested in the City, the Automatic Fare Collection Contractor and/or the APTMS contractor.
- 34.3.2 The Operator shall not be entitled to sell or otherwise dispose of or encumber in any way whatsoever, the Fare Payment Units and the APTMS Units or any part thereof during the currency of this Agreement.

35. Use of the Services by employees of the Parties

- 35.1 Those Employees of the Operator who are required to provide services on the Vehicles in terms of this Agreement may use the *MyCiTi* transport services for the execution of their duties provided that in all other instances, the Operator shall bear the costs of the relevant fare in respect of use by Employees of the *MyCiTi* transport services.
- 35.2 The provisions of clause 35.1 shall apply *mutatis mutandis* to the employees of the City.

36. Meetings

The City shall be entitled to require regular written reports by the Operator in such form and detail as may be determined by the City from time to time or call meetings with the Operations Coordinator on reasonable notice, for any purposes regarding the implementation of this Agreement.



37. Monitoring of the Services

37.1 An Authorised Representative of the City shall at all reasonable times be given access to the Vehicles, Staging Areas, Stops and Employees for the City to satisfy itself as to the Operator's compliance with its obligations under this Agreement. For purposes of this clause, the term 'reasonable' shall be construed having due regard to the purpose for which the City's Authorised Representative requires access to the Vehicles, Staging Areas, Stops and Employees.

37.1.1 An Authorised Representative of the City shall be entitled to carry out spot checks during office hours in order to:

37.1.1.1 verify any administrative and other records of the Operator which it is required to keep in accordance with this Agreement; and

37.1.1.2 ensure the Operator's compliance with the City's request for information required by the policy of national government departments or as may be required under any Applicable Law.

37.2 Notwithstanding anything to the contrary in this Agreement, the City shall be entitled to undertake a full technical inspection, of any specified Vehicle or of Vehicles generally, as contemplated in Annexe C2, provided that such full technical inspection shall be:

37.2.1 conducted in accordance with the timeframes provided for in a predetermined schedule, as updated from time to time, provided to the Operator by the City prior to the Commencement Date;

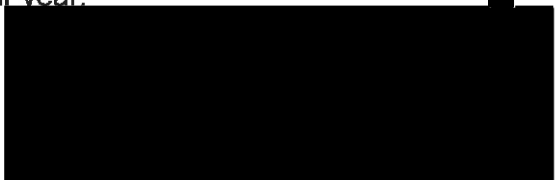
37.2.2 undertaken in the "ready line";

37.2.3 conducted by a certified artisan; and

37.2.4 undertaken during Depot operational hours,

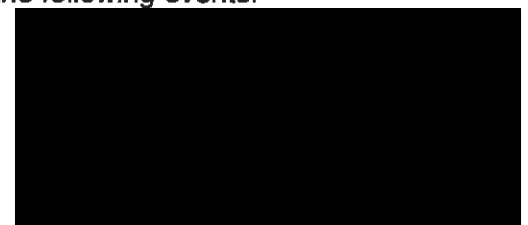
or as otherwise agreed with the Operator.

37.3 For the duration of this Agreement, the Operator shall be obliged to ensure that each Vehicle within the Fleet is presented for inspection as contemplated in clause 37.2 within each Quarter of a calendar year.



38. Provision of Financial Information

- 38.1 Each of the Operator's obligations contained in this clause 38 is material to this Agreement.
- 38.2 For the duration of this Agreement, the Operator shall deliver to the City:
- 38.2.1 audited annual financial statements of the Operator within 90 Days after each relevant Financial Year-end; and
- 38.2.2 unaudited management accounts of the Operator (comprising a profit and loss account, balance sheet and cash flow statement), copies of which shall be delivered to the City within 30 Business Days after the end of each Quarter of a Financial Year. Without detracting from the City's rights under this Agreement, and in order to assist the Operator in taking proactive steps, to ensure the sustainability of its operations and identify any negative trends which may likely impact the Services, the City may provide the Operator with such feedback as it may consider appropriate from time to time arising from its consideration of the Operator's management accounts submitted in terms of this clause 38.2.2.
- 38.3 The Operator shall provide the City with all information as the City may be required to provide to the National Department of Transport or National Treasury, from time to time.
- 38.4 The Operator's financial statements shall be prepared in accordance with IFRS (international financial reporting standards within the meaning of IAS Regulation (EC) No 1606/2002 of the European Parliament and of the Council of the European Union) and fairly reflect the financial position of the Operator as at the date and for the period for which such statements are prepared.
- 38.5 The Operator shall furnish to the City, within 5 Business Days of receipt by it of written demand from the City, all such additional information as may be reasonably required by the City from time to time.
- 38.6 The Operator hereby irrevocably undertakes to notify the City in writing, immediately upon the occurrence of any of the following events:



38.6.1 when the board of the Operator becomes aware that the Operator is Financially Distressed in which case the Operator undertakes to give the City 7 Business Days advance notice in writing of its intention to agree to or to take any resolution to place the Operator under Business Rescue and during such period the Operator shall consult with the City in regard to such proposed action with a view to exploring ways of avoiding:

38.6.1.1 the necessity to take such action and;

38.6.1.2 the potential disruption to the Services which may occur if the Operator is placed under Business Rescue;

38.6.2 when the Operator becomes aware of any person proposing to take, or taking, any step to apply to court for the Business Rescue of the Operator,

and such written notice shall set out the full details of the Financial Distress or the actual or proposed activity, as the case may be.

39. Incident Reporting

39.1 Should the Operator become aware of circumstances or problems which have prevented, are preventing or will prevent the Operator from providing the Services as specified, the Operator must immediately after becoming so aware, advise the City of such circumstances or problems and also indicate the manner in which the provision of the Services were, are or are going to be influenced thereby, if applicable and such advice must be confirmed to the City in writing within 24 hours.

39.2 In addition to any obligations under Applicable Law, the Operator must immediately after its occurrence, report to the City or its Authorised Representative any accident relating to the Services (whether or not a Vehicle has been involved and including accidents at any Depots) in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence, including the South African Police Service report and case number (the "**SAPS Report**"), within 4 Business Days of the occurrence.

39.3 The Operator shall be required to report all other incidents as may be further defined by a Protocol, excluding such incidents as described in clause 39.2 above, to the City in writing within 2 Business Days of the Operator becoming [REDACTED]

aware or where a prudent operator should have reasonably become aware of the incident. Such report shall include the SAPS Report, where applicable.

39.4 In the event that the Operator fails to comply with the provisions of clauses 39.2 and 39.3, the Operator shall be liable for all claims arising as a result of the incident and the cost of repair of the Vehicle/s involved to a condition acceptable to the City.

39.5 The Operator shall report:

39.5.1 any acts of vandalism or damage to the Stops and/or Stations;

39.5.2 the obvious need for cleaning of Stops; and

39.5.3 the use of the Stops by trespassers,

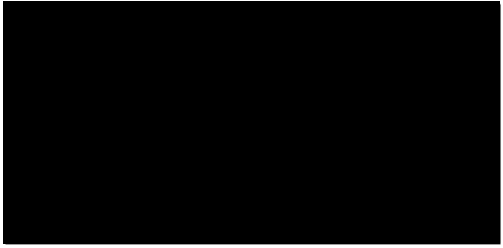
to the City within 2 Days of their occurrence.

40. Other responsibilities

40.1 The Operator shall be responsible for the safe disposal or recycling of any oil, lubricant or water containing any variation of such lubricant in accordance with the National Environmental Management: Waste Act, 59 of 2008.

40.2 The Operator shall at its own cost comply with the provisions of the Occupational Health and Safety Act 85 of 1993 ("OHSA") and all regulations and safety standards promulgated thereunder. Accordingly the Operator shall be obliged to sign the City of Cape Town Occupational Health and Safety Agreement substantially in the form of Annexe G attached hereto and shall ensure compliance therewith at all times.

40.3 The Operator shall be liable for and pay all traffic fines incurred as a result of the use of the Vehicles, as well as any additional Penalty set out in the Service Levels and Penalties Schedule. The Operator shall provide the City with a written report on all traffic fines issued to the Operator or its Employees regarding or in relation to the use of the Vehicles. The City may publish an Operator's record regarding traffic fines in accordance with clause 68.



PART G - MAINTENANCE OF VEHICLES

41. Overarching duty

- 41.1 The Operator shall, at all times during the currency of this Agreement, ensure that all Vehicles utilised in the rendering of the Services are kept in a state of good repair and maintained in accordance with the further provisions of this Part G. Notwithstanding anything to the contrary contained in this Agreement, the Operator shall:
- 41.1.1 be liable for any damage caused to the Vehicles in accordance with its obligations under this Agreement; and
- 41.1.2 at all times be responsible for the maintenance and upkeep of those Vehicles in relation to which the relevant Vehicle Maintenance Agreements have expired, as well as the 6m Vehicles.

42. Initial Maintenance Period

- 42.1 It is recorded that in respect of the City Vehicles, the City shall be entitled to negotiate the benefit of various Vehicle Maintenance Agreements from relevant City Vehicle Suppliers and which agreements shall cover each City Vehicle in the Initial Fleet for the Initial Maintenance Period.
- 42.2 To the extent that such Vehicle Maintenance Agreement has been entered into by the City as contemplated in clause 42.1 above, the Operator shall at all times be required to comply with the terms and conditions of the relevant Vehicle Maintenance Agreement and shall be required to maintain the City Vehicles in accordance with the specifications of the City Vehicle Supplier as notified to the Operator from time to time and shall not do anything which has the effect of voiding any warranty provided by a Vehicle Supplier in respect of any of the Vehicles.
- 42.3 All maintenance and repairs which do not fall within the parameters of the Vehicle Maintenance Agreements will be promptly carried out by the Operator at its own cost in terms of a preventative maintenance programme.
- 42.4 The Operator is hereby appointed as the City's agent in respect of the enforcement of the City's rights under the Vehicle Maintenance Agreements,
- [REDACTED]

which authority the City may on good cause suspend or terminate at any time on 1 Months' prior written notice to the Operator. The Operator hereby indemnifies the City from all claims, damages, loss, costs, charges and expenses, howsoever incurred as a result of the Operator's failure to comply with any provision of the Vehicle Maintenance Agreement.

- 42.5 During the Initial Maintenance Period, and in addition to the provisions of this clause 42, the specific maintenance provisions set out in Annexe L shall apply to the 9m Vehicles.
- 42.6 It is further recorded that Operator Vehicles may, during the currency of this Agreement, be subject to their own maintenance plan depending on the terms of any agreement between the Operator and the relevant Operator Vehicle supplier. The Operator shall be obliged to adhere to the terms of such maintenance plan and in the absence thereof (or subsequent to the expiry thereof) shall ensure that all Operator Vehicles are maintained at its own cost and to the highest standard possible and generally in accordance with the provisions of this Agreement.
- 42.7 During the Initial Maintenance Period and within 24 hours of maintenance or repairs to a City Vehicle being required, the Operator undertakes to provide the City with a written report detailing any repair work required to be carried out on any of the City Vehicles (whether mechanical or bodywork), including where such work is occasioned by, a recall by the applicable City Vehicle Supplier, defective service by the applicable City Vehicle Supplier or due to any other fault attributable to the applicable City Vehicle Supplier. The aforesaid report shall also include details of the cost of such repair and the specific reasons why such fault is attributable to the applicable City Vehicle Supplier or other third party authorised by the City to install, maintain, repair or remove equipment on or from the Vehicles.
- 42.8 After termination of the Initial Maintenance Period, the Operator shall obtain the City's approval for maintenance and repairs, or to report to the City after such maintenance and repairs as set out in a Protocol, including where such work is occasioned by a recall by the applicable City Vehicle Supplier or due to any other fault attributable to the applicable City Vehicle Supplier. Where the Operator attributes the reason for the maintenance or repairs to the City Vehicle Supplier or other third party authorised by the City to install, maintain, repair or remove
- [REDACTED]

equipment, the Operator shall submit a report to the City including details of the cost of such maintenance or repair and the specific reasons why such fault is attributable to such other party. The Operator's claim, if any, shall lie against such other party, not against the City.

- 42.9 The cost of driving City Vehicles to and from the premises of the applicable City Vehicle Supplier or any other suppliers of services to the Operator regarding the maintenance and repair of the City Vehicles (including costs related to recall of such Vehicles) shall be borne by the Operator.

43. Expiry of the Vehicle Maintenance Agreement

- 43.1 The Operator shall be obliged to commence the maintenance of specific Vehicle types immediately upon expiry of the relevant Vehicle Maintenance Agreement with the relevant Vehicle Supplier or its subcontractor, as the case may be, whether such maintenance is performed by the Operator's technicians or contracted to third parties.

- 43.2 Only in circumstances pertaining to the maintenance of Major Parts and/or where maintenance to a Vehicle is specifically required to comply with any warranty or guarantee which may have survived the termination or expiry of the Vehicle Maintenance Agreement:

- 43.2.1 where such maintenance is performed by the Operator's technicians, the Operator shall obtain accreditation / certification from the relevant Vehicle Supplier to enable such technicians to perform maintenance and repairs on the relevant Vehicles; or

- 43.2.2 where such maintenance is contracted to third parties, the Operator shall ensure that such third party service provider obtains accreditation / certification from the relevant Vehicle Supplier before its technicians may perform maintenance and repairs on the relevant Vehicles.

- 43.3 The Operator shall provide proof of the accreditation / certification required in terms of clauses 43.2.1 and 43.2.2 above (as the case may be) to the City, prior to the undertaking of any maintenance to the Vehicles as contemplated in either of the aforementioned provisions.
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44. Further maintenance obligations

- 44.1 The Operator shall be liable for the regular servicing, maintenance and repair of all the Vehicles for the remaining period of the Agreement in accordance with the provisions hereof, unless expressly provided for otherwise.
- 44.2 The Operator's further maintenance and repair obligations are set out below and the cost of such maintenance and repairs, (to the extent not covered under the insurance provisions in clause 67) shall be borne by the Operator namely:
- 44.2.1 repair and/or replacement of tyres and/or wheels subject to accident damage, excessive wear and tear and uneven wear, it being recorded that the Operator shall at all times adhere to the tyre specifications as determined by the City from time to time;
 - 44.2.2 supply and top-up of lubricants, between services;
 - 44.2.3 supply of fuel and Adblue additive;
 - 44.2.4 any repair or replacement required, necessitated or caused as a result of, or generally resulting from or in connection with the following:
 - 44.2.4.1 accidental or intentional damage;
 - 44.2.4.2 labour disturbances attributed to the Operator's Employees, or in circumstances not covered by SASRIA as contemplated in clause 67.1,
 - 44.2.4.3 improper or negligent use of the City Vehicles;
 - 44.2.4.4 use of the City Vehicles in breach of the terms and conditions of this Agreement;
 - 44.2.4.5 incompetence of the Operator or the Employees, subcontractors or any third party in driving, handling, working, or otherwise dealing with the City Vehicles;
 - 44.2.4.6 servicing, maintenance or repairs to the City Vehicles by any third party other than in accordance with the directions of a City Vehicle

Supplier or with the prior written approval of a City Vehicle Supplier during the Initial Maintenance Period;

44.2.4.7 minor repairs strictly necessary and carried out in an emergency situation or breakdown;

44.2.4.8 shock loading conditions and/or adverse driving conditions (and including, but without limitation, the exceeding of legally permitted gross vehicle and/or gross combination mass (provided that the Vehicle is equipped with the technology to inform the Driver when such mass is exceeded), speed limits and/or RPM (revolutions per minute);

44.2.4.9 the theft of the City Vehicles;

44.2.4.10 failure to comply with the manuals applicable to City Vehicles, provided that the manuals have been furnished to the Operator;

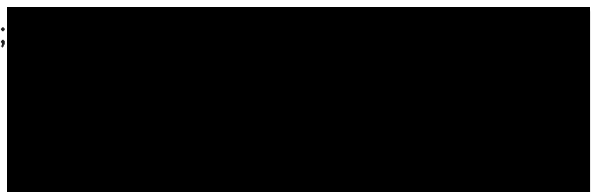
44.2.4.11 failure or malfunction of any component or equipment which is not provided by a City Vehicle Supplier or its subcontractors installed on the City Vehicles, as approved by a City Vehicle Supplier in circumstances where such component or equipment ought to have been provided (or approved) by a City Vehicle Supplier or a subcontractor, as the case may be;

44.2.4.12 the use of contaminated or non-City Vehicle Supplier approved fuels, Adblue and/or lubricants;

44.2.4.13 the repair or replacement, as the case may be, of or to the paintwork, chrome, trims (including but without limitation, carpets, seats, railings and handles), emblems, body work, upholstery, cab structure, windscreen, mud flaps, windows and glass generally, bulbs, the repair of any road and stone damage to the paintwork;

44.2.4.14 attending to breakdowns and generally delivery to or collection or transportation from the point of service, salvage or breakdown (other than as set out above or below) after the Initial Maintenance Period;

44.2.4.15 jump-starting City Vehicles;



- 44.2.4.16 work done outside operating hours, regarding attendance to breakdowns and regarding emergency repairs after the Initial Maintenance Period;
- 44.2.4.17 non-compliance by the Operator with any other obligations under the maintenance provisions specified in this Agreement, the relevant Vehicle Maintenance Agreement and in the Operational Specifications Schedule;
- 44.2.4.18 theft of City Vehicle equipment and components;
- 44.2.4.19 tampering with City Vehicle odometer, controls and any other specialised vehicle equipment;
- 44.2.4.20 operating City Vehicles in a manner that may harm the Vehicles' electrical and driveline components;
- 44.2.4.21 City Vehicle component damage due to the Operator's negligence in checking and maintaining oil, lubricant and fluid levels as stipulated in the applicable City Vehicle Supplier operating manual;
- 44.2.4.22 operation of City Vehicle on Routes and road surfaces for which the Vehicle was not designed unless specifically authorised by the City,

for the avoidance of doubt, it being recorded that, except where expressly provided otherwise, the Operator's obligations in terms of this clause 44.2.4, shall apply equally during the Initial Maintenance Period and for the remaining duration of this Agreement.

44.3 In addition, the Operator shall:

- 44.3.1 perform the required regular checks, in accordance with the manuals (which shall be furnished to the Operator) and including the checking of coolant levels, lubricant levels, tyre pressure and the like and the introduction of anti-freeze or the application of rust inhibiting agents;
- 44.3.2 replace lost parts including, but not limited to, spare wheels, fire extinguishers, first-aid kits, warning triangles and lamps, tools, jack, service booklets and the like and perform any testing or maintenance of such items;



- 44.3.3 wash the City Vehicles (save for a complete wash of the chassis, engine, gearbox, front and rear axle, at the time of carrying out routine service and maintenance work where this is undertaken by the City Vehicle Supplier);
- 44.3.4 attend to the fitment, service or repair of any parts or equipment necessary pursuant to any Applicable Law which may come into force after the Signature Date;
- 44.3.5 carry out maintenance and repairs of the City Vehicles as may be necessary and agreed by the Transport Controller which shall be performed in accordance with industry best practice;
- 44.3.6 carry out brake testing every 5,000 kilometres as required by Applicable Law, if different;
- 44.3.7 keep and use the City Vehicles in a proper and prudent manner and ensure that only duly qualified and competent persons are allowed to drive the City Vehicles and amongst other things, but without limitation, ensure that the City Vehicles are not operated improperly or negligently;
- 44.3.8 ensure that the City Vehicle Supplier's running-in instructions and proper responses to systems warnings are fully understood and properly observed;
- 44.3.9 ensure that legally permitted gross vehicle and/or gross combination mass is not exceeded;
- 44.3.10 not overload the City Vehicles nor use it for any purpose for which it is not designed;
- 44.3.11 ensure that no components of the City Vehicles are removed or exchanged except where defective and in the course of normal service, repair or replacement and generally ensure that the City Vehicles are operated in a complete condition;
- 44.3.12 ensure that regular checks are made by the Operator of all oils, coolants, Adblue and electrolyte levels and that such levels are correctly maintained in accordance with the manuals;



- 44.3.13 comply with the City Vehicle operating manuals and take all reasonable steps and precautions to minimise damage to the City Vehicles and in particular, but without limitation, in the event of any defect or failure occurring in the City Vehicles;
- 44.3.14 promptly deliver the City Vehicles to a City Vehicle Supplier workshop for service and maintenance at the relevant intervals in accordance with the relevant City Vehicles' manuals and the City's instructions. In this regard, the Operator shall present the City Vehicles for service at the City Vehicle Supplier stipulated time interval, or kilometre reading or within no more than 10% of the service interval kilometres (whether more or less). If the City Vehicles are not presented for service within the required kilometre range or time interval, any service work required outside of the City Vehicle Supplier parameters shall be performed at the Operator's cost;
- 44.3.15 promptly advise the City Vehicle Supplier and deliver the City Vehicles to a City Vehicle Supplier workshop, or other third party approved by City Vehicle Supplier (as the case may be), whenever the City Vehicles requires repair, where failure to repair may result in additional repair or maintenance costs;
- 44.3.16 allow authorised City Vehicle Supplier representatives access to the City Vehicles and for this purpose ensure that such representatives are permitted to enter into the relevant Depots or Staging Areas for this purpose, for the duration of the Initial Maintenance Period;
- 44.3.17 co-operate at all times with the City Vehicle Supplier in respect of maintenance, repair and services that form the subject of the City Vehicle Supplier's agreement with its bodywork subcontractor (where applicable) and the Operator shall refrain from doing anything that will prejudice the City Vehicle Supplier rights and obligations in terms of its agreement with its bodywork subcontractor (where applicable), for the duration of the Initial Maintenance Period;
- 44.3.18 ensure that only 50ppm diesel and the Adblue additive as prescribed by the City Vehicle Supplier is used save and in relation to [REDACTED] Vehicles only, for emergencies, in which case 500ppm diesel may be used for no more than 1000km or 2 (two) of 10 (ten) consecutive tanks of diesel: provided that the [REDACTED]

Operator may approach an authorized City Vehicle Supplier representative in the event that use of 500ppm diesel is necessary for a distance exceeding 1000kms or more than 2 of 10 consecutive tanks of diesel, for authorization of further operation of the [REDACTED] Vehicles and such representative shall not unreasonably withhold authorisation, but may impose reasonable conditions;

44.3.19 in the event that the Operator proposes to use an alternative to the Adblue additive, first obtain authorisation from the City and reasonable conditions may be imposed;

44.3.20 cause the City Vehicles to be used only for their specified use;

44.3.21 allow the City's Authorised Representative to inspect the Vehicles, have access to and be entitled to, download, all information available from the City Vehicles (whether from onboard computers or otherwise) including the kilometres travelled by the City Vehicles;

44.3.22 be responsible for all daily pre-Trip checks prior to the Vehicles leaving the Depots, such checks to be limited to K53 checks and necessary functionality checks in relation to the Fare Payment Units and APTMS Units;

44.3.23 be obliged to furnish the City with actual performance indicators as set out in the Operational Specifications Schedule pertaining to preventative maintenance key performance indicators so as to enable the City to measure the future performance of the preventative maintenance operations in respect of the Vehicles and the Operator shall procure such information from the relevant Vehicle Supplier on a Monthly basis, it being recorded that the obligation in this clause 44.3.23 shall only apply after the Initial Maintenance Period;

44.3.24 complete a log regarding each City Vehicle in a form as may be prescribed by the City, which shall record the abovementioned information and all damage and repairs to the City Vehicle while in the possession of the Operator, movement of the City Vehicle to the City Vehicle Supplier or other service providers for repair or service (including the odometer



readings upon departing and returning, a description of the purpose and any other relevant comments).

45. Review of 9m Vehicle maintenance

45.1 It is recorded that:

45.1.1 Busmark has currently been contracted to, amongst other things, maintain the chassis and bodies of the 9m Vehicles for a period of three years (the **"9m Initial Maintenance Period"**);

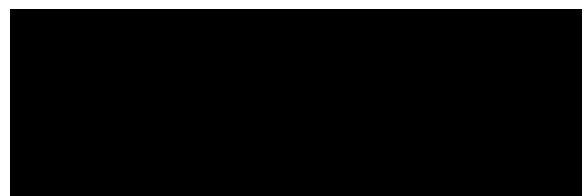
45.1.2 the Operator will be obliged to commence the maintenance of the 9m Vehicles immediately upon expiry of the maintenance contract with Busmark or its relevant subcontractor;

45.1.3 due to inadequate reliable information on the cost and life expectancy of Major Parts under South African BRT conditions, the Operator is unable to predict future maintenance costs for the 9m Vehicles without being exposed to unacceptable risk.

45.2 It is further acknowledged that the 9m Initial Maintenance Period would not allow for sufficient time to collate reliable data pertaining to maintenance costs excluding tyres, as failure rates of components are typically lower for new 9m Vehicles than for vehicles which have operated a higher number of kilometres and having regard to the fact that notwithstanding the adoption of the scout vehicle-strategy in clause 45.4 below, the number of kilometres that the 9m Vehicles would have travelled during the 9m Initial Maintenance Period, will nonetheless be inadequate for data collection purposes.

45.3 In the circumstances and pursuant to consultation with the Operator, the City will extend the 9m Initial Maintenance Period to 5 years, with either Busmark or another maintenance service provider, to allow for the establishment of a reliable history regarding maintenance costs and contributing component life cycles subject to the further provisions below.

45.4 **Maintenance monitoring and enhanced information gathering through Scout Vehicles**



- 45.4.1 For purposes of this clause 45.4, "**Scout Vehicles**" shall mean those designated vehicles constituting 10% of all 9m Vehicles (rounded downwards to disregard fractions) required to run at the maximum number of Scheduled Kilometres possible in preference to other 9m Vehicles with the aim of establishing the likely maintenance costs of 9m Vehicles.
- 45.4.2 The Operator shall be obliged to ensure that the Scout Vehicles are used to their maximum available operating capacity whilst nonetheless adhering to specified requirements for regular servicing and cleaning.
- 45.4.3 The City shall keep a comprehensive record of all work carried out in respect of the Scout Vehicles, the time taken to complete tasks, cost and components replaced or repaired and the distances at which failure of components occurred. The Operator shall be obliged to timeously provide the City with all information necessary so as to enable the City to maintain such record. The City shall provide any information collated in terms of this clause 45.4.3 to the Operator upon written request by the Operator.
- 45.4.4 The Operator undertakes to co-operate with the City and [REDACTED] or the relevant maintenance service provider, as the case may be, by:
- 45.4.4.1 promptly providing all relevant information regarding component failure to the City;
 - 45.4.4.2 monitoring the impact of negligent or abusive usage of the 9m Vehicles on component failures;
 - 45.4.4.3 assisting the City with the investigation of all instances of premature failure of components to ensure that the costs attributed to such negligent actions are not inappropriately charged to Busmark or the relevant maintenance service provider, as the case may be, or in due course to the City, by way of an increased kilometre rate;
 - 45.4.4.4 immediately addressing any improper negligent or abusive actions identified by the City in relation to the maintenance of the 9m Vehicles;
 - 45.4.4.5 proactively maintaining the 9m Vehicles in a manner consistent with ensuring that the premature replacement of components is avoided. [REDACTED]

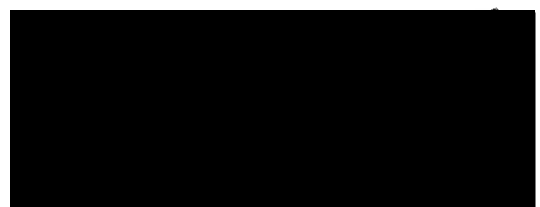
- 45.4.5 The aforesaid monitoring process contemplated in clause 45.4.4 would also include a comprehensive exercise to identify as many of the current imported components as possible that could be substituted by local products, including but not limited to, window glass, body parts, brake friction material, seats, filters, radiators and electrical component substitutes. Notwithstanding the aforesaid, the relevant maintenance service provider and the Operator shall be obliged to utilise genuine, original equipment components exclusively in respect of all safety critical component replacements such as suspension, steering and brake calliper components, unless the City agrees otherwise thereto in writing beforehand.
- 45.4.6 The City will manage the data collection and analyses in consultation with the Operator and will design, populate and maintain a database of the information gathered from the Scout Vehicles, which database the Operator shall have access to, in order to enable the City and the Operator to arrive at informed conclusions regarding probable component life cycles and future cost of maintenance and repairs.
- 45.4.7 Due to the high value, long expected life cycles and 5-year guarantee on drive-train components of 9m Vehicles (viz, engine, gearbox and differential) (the "**Major Parts**"), as part of the review contemplated above, the City will conduct a review of the actual life of the Major Parts.
- 45.4.8 In order to determine, the projected costs in relation to the maintenance of Major Parts of 9m Vehicles, the City will take into account the documented performance of the Scout Vehicles of all *MyCiTi* operators in relation to each Major Part. The average performance in relation to the Scout Vehicles per Major Part shall determine the basis of the cost structure for the long term maintenance of the Major Parts of the 9m Vehicles for the remaining period of this Agreement.
- 45.4.9 The Parties shall utilise the costing model referred to in the Operational Specifications Schedule as a guide for the basis upon which they shall seek to reach agreement with regard to the Kilometre-related Rate to be paid to the Operator in respect of the maintenance of the 9m Vehicles for the remaining 7 year period of this Agreement and having regard to the [REDACTED]

weighting allocated to maintenance costs within the 9m Vehicle Kilometre-related Rate as set out in Table 4 of the Operator Specific Addendum. The Parties shall commence their negotiations to reach an agreement as aforesaid at the start of the 54th Month and shall finalise such negotiations by no later than the 56th Month following the Commencement Date. Any revised Kilometre-related Rate agreed between the Parties shall be implemented with effect from the 61st Month following the Commencement Date.

- 45.4.10 Should the Parties fail to reach agreement as provided for in clause 45.4.9 above, such failure shall not constitute a dispute as contemplated in clause 60 (Dispute Resolution) but the maintenance contract with the relevant maintenance service provider will be extended for a further period of 1 year, subject to the City's supply chain management policy, to afford the City an opportunity to advertise the maintenance of the 9m Vehicles, for the remaining period of this Agreement, by way of a tender process in which case the Operator's fee per kilometre shall be adjusted accordingly.

46. Review of 9m Vehicle fuel consumption

- 46.1 It is recorded that the Kilometre-related Rate in respect of 9m Vehicles have been calculated on the assumption that the average fuel consumption of such vehicle will be as set out in the Operator Specific Addendum.
- 46.2 The City will install an electronic fuel monitoring system on each 9m Vehicle which will automatically report the fuel quantity, odometer reading and vehicle identification number each time a 9m Vehicle re-fuels. This information will be reported directly to the City and will be used to monitor the fuel consumption of each 9m Vehicle in its normal operating environment.
- 46.3 Should the aforementioned system fail to be installed or operate correctly for whatever reason, the Operator shall be obliged to provide individual vehicle odometer readings and quantities of fuel used per 9m Vehicle on a Monthly basis. The City shall be entitled to conduct inspections, subject to the further provisions of this Agreement regarding inspections, to ensure the accuracy of data provided.



46.4 The City shall also be entitled to carry out such random inspections to ensure that the 9m Vehicles are being operated in a fuel efficient manner as contemplated in clause 46.2. If the City finds that the Operator continues to operate in a fuel inefficient manner despite receiving written notice from the City to remedy same, the City shall be entitled to utilise the fuel consumption data of Another Operator for purposes of the review contemplated in this clause 46.

46.5 The City will adjust the Kilometre-related Rate for 9m Vehicles after 12 Months following the Commencement Date by:

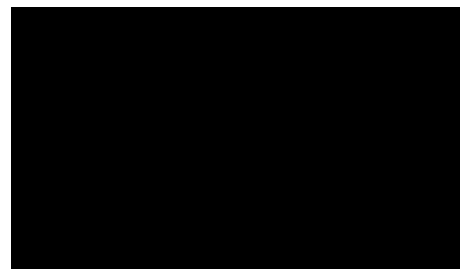
46.5.1 having regard to the actual fuel consumption data from the monitoring process contemplated in clauses 46.2 and/or 46.3 above; and

46.5.2 taking into account the average fuel consumption of all 9m Vehicles operating on Routes assigned to the Operator over a period of not less than 3 Months,

and such adjustment shall apply retrospectively from the Commencement Date and shall be paid against receipt of an Invoice reflecting such adjustment.

46.6 Where Services in respect of Phase 1B are not yet operational during the 12 Month period contemplated in clause 46.5, the City will conduct fuel consumption tests, in representative conditions (relative to a basket of Phase 1B Routes) over 1 or more Days and also have regard to factors such as topography, passenger load and congestion to determine actual appropriate fuel consumption. Prior to running such tests, the Operator shall be invited to comment on the proposed methodology to be used during the test and the Operator shall also be entitled to observe such tests and provide input in finalising the determination.

46.7 Pursuant to clauses 46.5 and 46.6, the adjustment to the Kilometre-related Rate for 9m Vehicles shall finally be determined having regard to the weighting allocated to fuel costs in the 9m Vehicle Kilometre-related Rate as set out in Table 4 of the Operator Specific Addendum.



47. Maintenance Cost Differential - Remaining Vehicles

47.1 Maintenance and adjustment in respect of the Remaining Vehicles

47.1.1 The City has awarded a tender for certain Trunk Vehicles in and during July 2013 ("[REDACTED] Vehicles"). It is recorded that the City may procure further Additional Vehicles or Replacement Vehicles in accordance with the provisions of this Agreement.

47.1.2 Pursuant to the City's procurement of any Remaining Vehicles, the City may elect to enter into a Vehicle Maintenance Agreement in respect of such Remaining Vehicles provided that the City shall be entitled to assign its rights and obligations in respect of such Vehicle Maintenance Agreement to the Operator. Alternatively, the Operator may, in consultation with the City, elect to contract with the supplier of the Remaining Vehicles directly. Where the City elects not to assign its rights under the Vehicle Maintenance Agreement, it shall bear the cost of such maintenance. Where the City assigns its rights and obligations as aforesaid or where the Operator elects to contract with the supplier directly, the Operator shall bear the cost of maintenance.

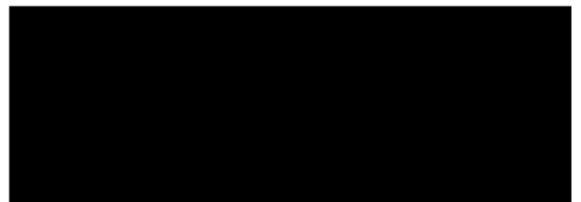
47.1.3 For the avoidance of doubt, in the event that the Operator does not wish to accept the assignment or fails to contract with the supplier of the Remaining Vehicles directly as contemplated in clause 47.1.2 above, the Operator shall be required to maintain the Remaining Vehicles from the date upon which the Operator takes delivery of such Vehicles and in accordance with the provisions of this Agreement.

47.2 Adjustment in relation to the Remaining Vehicles

47.2.1 For purposes of this clause 47.2, the terms:

47.2.1.1 "[REDACTED] Vehicles" means the [REDACTED] procured by the City under tender number [REDACTED]

47.2.1.2 "[REDACTED] Vehicles" means the [REDACTED] Vehicles procured by the City under tender number [REDACTED]



47.2.2 For purposes of determining the projected maintenance costs of the Remaining Vehicles for the duration of this Agreement and whether any consequent adjustment is required to be made to the Kilometre-related Rate (in respect of parts of and the Vehicle- related Rate (as they relate to the relevant maintenance related labour costs) the following shall apply:

47.2.2.1 Any difference in the cost of replacement of parts and fuel consumption attributed to the Remaining Vehicles and that of the Volvo Vehicles or the Optare Vehicles, as the case may be ("Cost Differential"), shall be applied to the adjustment of the Monthly Vehicle-related Rate and the Kilometre-related Rate (the latter per Vehicle type). In determining the Cost Differential regard shall also be had to:

47.2.2.1.1 any necessary reduction attributed to the fact the Remaining Vehicles may be subject to a warranty for an initial period, and

47.2.2.1.2 any other costs savings for the Operator arising from the revised terms of the tender for the relevant Remaining Vehicles when compared to the tender for the [REDACTED] Vehicles or Optare Vehicles, as the case may be, taking into account the latter tender terms still affecting the Operator's costs after the Commencement Date.

47.2.2.2 Where a Party is of the view that the Cost Differential, expressed in percentage terms, is likely to be greater than 5% (up or down) then, the Parties shall first engage in discussions with each other with a view to reaching agreement regarding the required adjustment to the relevant components of the Vehicle-related Rate and Kilometre-related Rate as aforesaid. In the absence of any agreement between the Parties within 1 Month of the commencement of such discussions between them, either Party shall be entitled to immediately refer the matter to the Independent Vehicle Maintenance Assessor for final determination.

47.2.2.3 The Independent Vehicle Maintenance Assessor shall, after consideration of the submissions and supporting documentation received from both Parties and taking into account the factors [REDACTED]

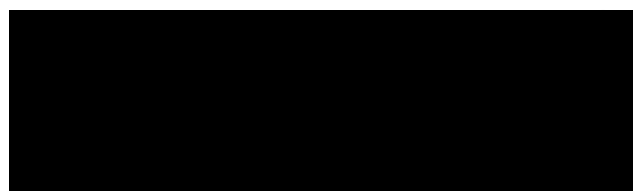
referred to in clause 47.2.2, objectively determine the projected maintenance costs for the remaining period until the Termination Date which may reasonably be attributed to each of the respective categories of Trunk Vehicles contemplated above (i.e. [REDACTED] or [REDACTED] Vehicles on the one hand and the Remaining Vehicles on the other) and shall provide a final ruling on how the Vehicle-related Rate and the Kilometre-related Rate for the relevant Vehicle type is to be adjusted, if at all, as a result thereof.

47.2.2.4 Until such time as the matter is resolved by the Independent Vehicle Maintenance Assessor, the Operator shall continue to render the Services in accordance with the Vehicle-related Rate and the Kilometre-related Rate for the relevant Vehicle type then applicable to the [REDACTED] Vehicles. In the event that the Independent Vehicle Maintenance Assessor determines that the Vehicle-related Rate and the Kilometre-related Rate for the relevant Vehicle type is to be adjusted (or if the Parties so agree), such new rate shall apply retrospectively as from the date agreed to by the Parties or the date on which the matter is referred to the Independent Maintenance Expert and any shortfall or overpayment shall be equalised in the next payment following the resolution of the matter as contemplated in this clause 47.2.2.4.

47.3 Within 6 Months of the Commencement Date, in respect of the Cost Differential relating to the [REDACTED] Vehicles (the determination of such Cost Differential shall involve the Operator, the City and the Other Operators), the City shall make adjustments to the allocation of Vehicles and Allocated Kilometres aimed at ensuring that the Consideration payable to the Operator and the Other Operators is within 1% of their respective Market Shares. Pursuant to such adjustments the City shall issue an amended Table 2 and Table 3 of Annexe A to the Operator and the Other Operators.

48. Maintenance staff training

48.1 The Operator is required to provide suitably qualified staff to maintain all aspects of the Vehicles after the Vehicle Maintenance Agreements have expired ("Maintenance Staff").



48.2 Where training is provided by or on behalf of the City Vehicle Supplier at the cost of the City, the Operator shall be responsible for any salary, wage or stipend payable to trainees, protective clothing and any personal tools required as well as all other costs associated with sending the trainee for the training course. Where a trainee fails to complete a course, the Operator will be required to train an alternative trainee or to employ qualified Maintenance Staff at its own cost.

48.3 The City shall provide training for the Maintenance Staff only as provided in the Operational Specifications Schedule.

49. Spare Parts

49.1 The Operator is required to provide a suitably stocked and secure spare parts store as well as suitably qualified staff members to manage such store.

49.2 Subject to clauses 49.3 and 49.4, the Operator will be responsible for the provision of all other spare parts required.

49.3 The City may, in relation to the 9m Vehicles, provide the Operator with an initial limited stock of spare parts for the Vehicles during the first year of operation after the expiry of the Vehicle Maintenance Agreement between the City and [REDACTED] to a value of R50 000 per Vehicle (determined as at June 2012).

49.4 The City may, in relation to the Remaining Vehicles, provide the Operator with an initial stock of spare parts for the first year of operation after the expiry of any maintenance agreement then in force between the City and the relevant Vehicle Supplier up to a value of R 50 000 per Vehicle (determined as at June 2012). The spare parts may include service components, body components and consumable parts such as filters, wiper blades and lights.

50. Maintenance Tools and equipment

50.1 The Operator will be required to provide the required tools and equipment to maintain the Vehicles.

50.2 To the extent that the City has agreed to assist the Operator in providing the tools and equipment, the Operator shall be responsible for the care and safekeeping of this equipment and will be required to replace and supplement any missing

[REDACTED]

equipment. All tools and equipment supplied by the City shall be returned in good condition to the City on the Termination Date, fair wear and tear excluded.

- 50.3 The tools and equipment for the different Vehicle types which the City may provide are set out in more detail in the Operational Specifications Schedule.

51. Maintenance of adequate fuel stocks

- 51.1 The Operator shall, for the duration of the Agreement, irrespective of actual or anticipated fuel delivery stoppages or shortage of fuel supply, ensure that it maintains at all times, adequate levels of fuel, in order to ensure a seamless and uninterrupted delivery of the Services. For purposes of this clause 51.1, adequate levels of stock shall mean at least 2 Days' supply of the relevant types of fuel, whether stored on or off premises.

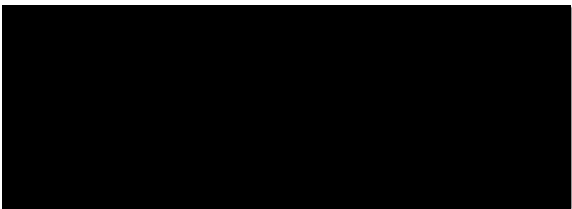
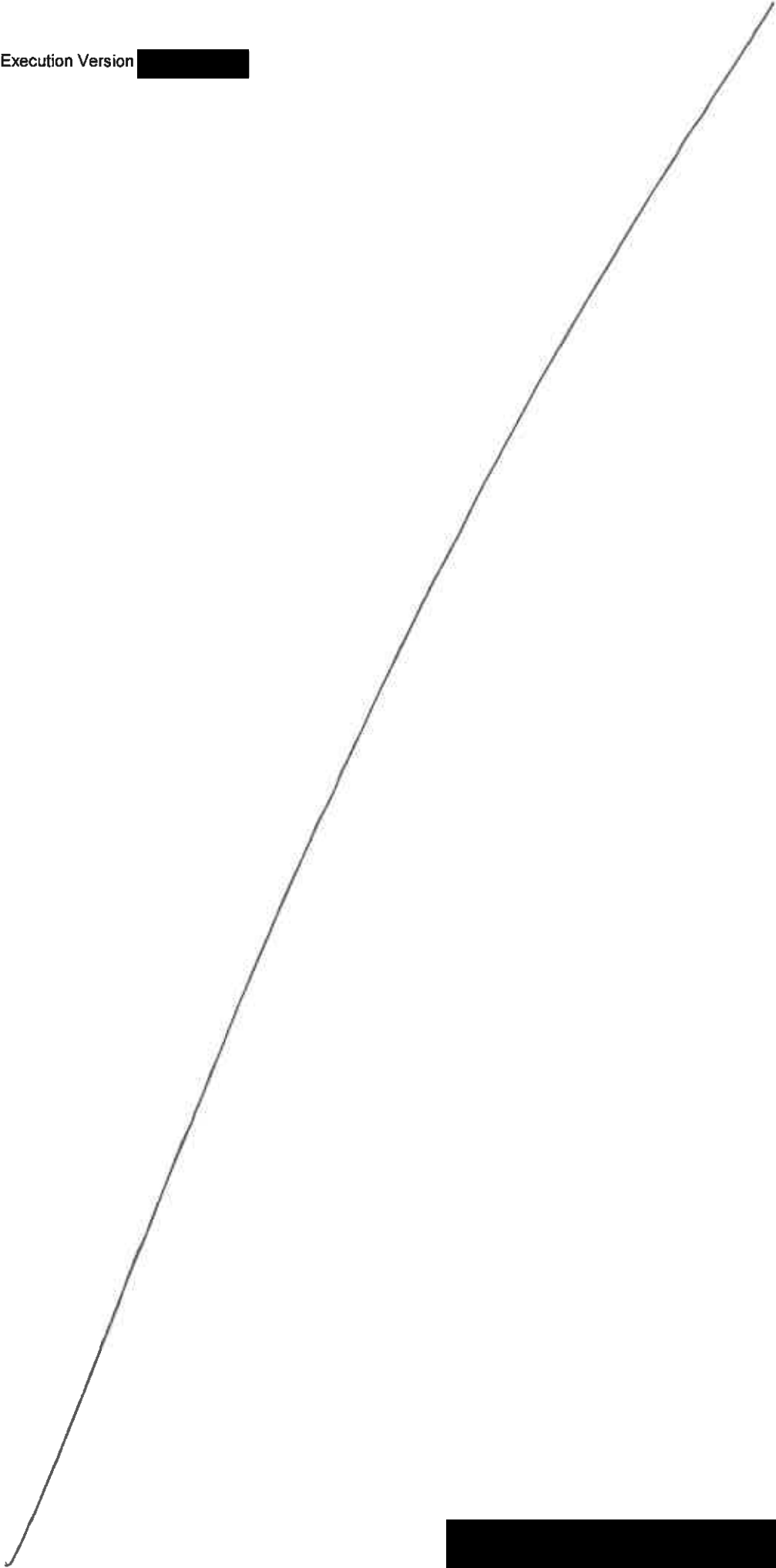
- 51.2 In the event that the Operator utilises off premises fuel storage facilities, the Operator shall put in place adequate contingency arrangements, to the satisfaction of the City, to ensure uninterrupted and timeous delivery of fuel, particularly but not limited to during times of fuel industry strikes, or other anticipated fuel delivery stoppages or interruptions and any costs incurred as a result of utilising off-premises fuel storage facilities shall be for the Operator's account.

- 51.3 The City shall be entitled to conduct random spot checks in accordance with the further provisions of this Agreement, to ensure that sufficient fuel levels are maintained and that the aforesaid contingency plans are in place.

- 51.4 The Operator shall provide the City with fuel consumption figures per Vehicle type (excluding 6m Vehicles), at such regular intervals as the City may prescribe from time to time. The fuel consumption figures shall be presented in a programmed automated report generated by an automated fuel system approved by the City.

- 51.5 The Operator shall ensure that the automated fuel system is installed and maintained on all Vehicles, it being recorded that the capital and installation costs of the automated fuel system are included in the Operator's set-up Provisions.

- 51.6 The cost of on-going maintenance, repair (and rental, if applicable) associated with the automated fuel system shall be borne by the Operator.
- [REDACTED]



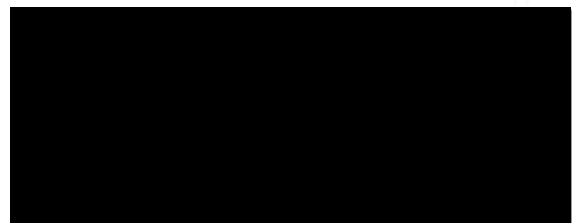
PART H - CONTROL CENTRE, OPERATIONS COORDINATOR, PROTOCOLS AND SERVICES NOTICES

52. Control Centre

- 52.1 It is recorded that the City or the party appointed by the City for such purpose, as the case may be, shall operate the Control Centre from which it will monitor and supervise the movement of Vehicles in terms of this Agreement by way of APTMS equipment and/or other necessary equipment to be installed on the Vehicles.
- 52.2 Until the Control Centre's ability to track and control Vehicles is fully operational and in the event that the APTMS system fails or is non-operational for more than 1 Day, the City shall confirm arrival and departure times of Vehicles using other appropriate methods, such as closed circuit television, City monitors and/or regulators appointed by the Operator.
- 52.3 Notwithstanding the provisions of clause 55, the City will issue a Service Notice from which time all Vehicle movements will be controlled and directed by the Control Centre in direct communication with the Driver as set out in the Operational Specifications Schedule.

53. Operations Coordinator

- 53.1 The Operator shall ensure that the Operations Coordinator:
- 53.1.1 is available to be contacted at all times by the Control Centre; and
- 53.1.2 addresses issues put to him by the Control Centre within 45 minutes of being so requested or such shorter or longer period as may be reasonably required in the circumstances.
- 53.2 The Operations Coordinator shall ensure that the Operator complies in all respects with the Operator's obligations as set out in this Agreement.



54. Authorised Representative

- 54.1 The City and the Operator shall notify each other, by no later than 5 Days after the Effective Date, of the identity and contact details of their Authorised Representatives.
- 54.2 All Service Notices and similar notifications, other than legal notices in terms of clause 72.3, shall be directed by the City to the Operations Coordinator.
- 54.3 Without derogating from the generality of this clause 54, the City and the Operator, as the case may be, shall be entitled to appoint further Authorised Representatives for general administrative matters (for example in relation to specific shifts) and for operational matters (for example in relation to an Event Service).

55. Service Notices, Protocols and Amendments

- 55.1 The City shall be entitled to amend the Schedule, Scheduled Kilometres, Stops and Routes (and the allocation of, any of the aforementioned, a Depot, Staging Area, or a Service) or to give notice of an Event Service or a Charter Service, from time to time, in terms of clause 55.2. Such amendments shall be subject to the availability of required Vehicles (as determined by the City using its [REDACTED] Software System) and the remaining provisions of this Agreement in respect of applicable notice periods, it being recorded that shorter notice periods may be given subject to the agreement of the Operator.
- 55.2 In the event that the City wishes to amend the items listed in clause 55.1 above, it shall do so by delivery of a Service Notice to the Operator in which case the following notice periods shall apply to such Service Notice:

Amendment	Service Notice Period shall not be less than
Routes, Schedule and/or Stops, where no changes to Operating Licences are required	7 Days
Routes, Schedule and/or Stops where changes to Operating Licences are required	10 Business Days, provided that the Operator need not start operation of the amended Schedule, and/or Stop before the Operating Licence is granted
Allocation of a Depot or Staging Area or the re-allocation of a Depot or	35 Days, commencing on the 25th day of a calendar Month provided that

Staging Area to the Operator or Another Operator, as the case may be	in cases of urgency the Service Notice period shall not be less than 5 Business Days
Event Services	7 Days, or less by agreement between the Parties
Charter Services	3 Days, or less by agreement between the Parties

55.3 Notwithstanding clauses 55.2:

55.3.1 where amendments due to an emergency are required by the City in circumstances where the requisite notice periods cannot be adhered to, but except in relation to Event Services or Charter Services, the Transport Controller shall be entitled to issue such instructions as he may deem necessary without complying with the provisions of clause 55.2; or

55.3.2 where amendments due to urgent operational requirements are required by the City, the provisions of clause 55.3.1 shall apply *mutatis mutandis*, save that the City shall provide at least 7 Days' notice of such amendment; or

55.3.3 in cases where the urgent operational requirements demand less than 7 Days' notice, the City shall first consult with the Operator, and

the Operator shall be obliged to comply with such notice except in circumstances where it, on reasonable grounds, does not have the relevant Vehicle and a necessary Driver available.

55.4 The City shall be entitled to issue reasonable Protocols or amend previously issued Protocols on 24 hours' notice to the Operator in the case of urgent matters and on 7 Days' notice in respect of all other matters, it being recorded that any operator may also suggest Protocols to the City from time to time for purposes of best practice.

55.5 Should the City issue a Service Notice or Protocol in terms of this Agreement and the implementation of such Service Notice or Protocol is likely to result in a material increase or decrease in the Operator's expenses:

55.5.1 the Operator shall be obliged to implement the Service Notice or Protocol, as the case may be, irrespective of the materiality of the expense; and



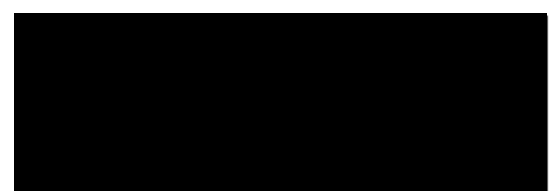
55.5.2 the Parties shall negotiate with each other in good faith in order to agree an acceptable adjustment to the relevant category of payment as set out in clause 8.2, in respect of the Operator's expenses,

provided that, if either Party alleges that the Service Notice or Protocol materially increases or decreases the Operator's expenses, as the case may be, such Party shall be obliged to submit to the other, reasonable proof of such material increase or decrease in the Operator's expenses, as the case may be and such material increase or decrease shall be dealt with in accordance with the provisions of clause 55.7.

55.6 If the Parties are unable to reach agreement through negotiations contemplated in clause 55.5.2 within 7 Days of request by either Party to commence such negotiations, the matter shall be referred for dispute resolution in accordance with the provisions in clause 60.

55.7 For purposes of clause 55.5 above, a "material" increase or decrease in the Operator's expenses shall mean an aggregate of all increases and decreases per year (calculated from the Commencement Date and for each ensuing year thereafter) exceeding 1% of the average Monthly Consideration. The average Monthly Consideration shall be calculated over the preceding 12 Month period.

55.8 For the avoidance of doubt and subject to clause 55.5, to the extent that the Operator's expenses increase or decrease by more than 1% of the average Monthly Consideration as contemplated in clause 55.7, the City shall adjust the relevant rate to take into account the full amount of such increase or decrease and not only the excess or shortfall.



PART I - WARRANTIES, UNDERTAKINGS AND INDEMNITIES

56. Warranties and Indemnities

56.1 Operator warranties

- 56.1.1 The Operator acknowledges that the City has entered into this Agreement relying on the strength of the warranties given to the City by the Operator and that the warranties are given with the intention of inducing the City (which has been so induced) to enter into this Agreement on the basis that such warranties are and will be correct for the duration of this Agreement.
- 56.1.2 Each of the warranties relates to the applicable position as at the Signature Date, Effective Date and Commencement Date (and all periods in between) and is thereafter promissory and relates to the period for the duration of the Agreement, unless a Warranty is specifically stated to relate to the position as at a specified date only.
- 56.1.3 Each Warranty shall be deemed to be material, unless the contrary is proved by the Operator.
- 56.1.4 Each Operator Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in this Agreement.
- 56.1.5 The Operator accordingly warrants and undertakes that:
- 56.1.5.1 it will as at 1 July 2014, hold, in cash, an amount equivalent to the acquisition cost of all required tools, equipment, furniture and other basic business materials required for the operating of its business, the Operator Vehicles plus the necessary working capital required during the pre-operational and initial operational period;
- 56.1.5.2 it is and will be materially in compliance with all Applicable Laws including but not limited to the BBBEE Codes; Labour Relations Act, 66 of 1995, the Basic Conditions of Employment Act, 75 of 1997, the Employment Equity Act, 55 of 1998, the Unemployment Insurance Act, 63 of 2001 and the Occupational Health and Safety Act, 85 of 1993 and any relevant bus industry Bargaining Council Agreements;
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- 56.1.5.3 the entering into of this Agreement shall not constitute a breach by the Operator of any other agreement and/or arrangement to which the Operator is a party and this Agreement has been duly executed by the Operator and is valid and binding on it in accordance with its terms;
- 56.1.5.4 it shall, during the currency of this Agreement, remain a Black Enterprise and shall provide the City with requisite certification evidencing such status as and when requested by the City, from time to time;
- 56.1.5.5 the Operator and its shareholders, are not subject to any obligation, non-compliance with which is likely to cause a material breach of this Agreement;
- 56.1.5.6 all information disclosed by or on behalf of the Operator to the City is true, complete and accurate in all material respects and the Operator is not aware of any material facts or circumstances not disclosed to the City which would, if disclosed, be likely to have an adverse effect on the City's decision (acting reasonably) to award this Agreement to the Operator;
- 56.1.5.7 it is not in breach of the provisions relating to Restricted Companies as set out in this Agreement, unless the Commissioner, on good cause and prior to the commission of such specific breach, agrees to same in writing; and
- 56.1.5.8 all insurance premiums in respect of insurance obligations placed on the Operator in terms of this Agreement have been timeously paid and none are in arrears.

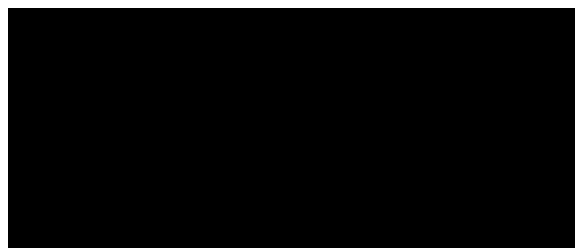
56.2 City and Operator Indemnities

- 56.2.1 The Operator shall take steps to ensure the safety of property and all persons while they are being conveyed on the *MyCiTi* system or while they are in, entering or leaving premises under the control of the Operator. The Operator shall be liable for any loss or damages resulting from damage to property including City property, or the death of or injury to any person
- [REDACTED]

which is caused directly or indirectly by an intentional or negligent act or omission of the Operator, its agents, Employees or sub-contractors.

56.2.2 The Operator indemnifies and agrees to hold the City harmless against all claims, damages, loss, costs, charges and expenses, howsoever incurred by either of the Parties, or by any third party, in consequence of a failure by the Operator to comply with any law, regulation, rule, guideline, or code that may be applicable to the Operator.

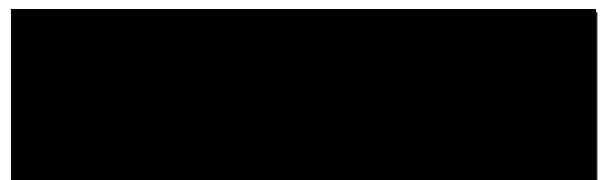
56.2.3 Nothing contained in this clause 56.2 shall, however, be deemed to render the Operator liable for, or require it to indemnify the City against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission of the City or its agents or employees in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto and each Party ("**Indemnifying Party**") hereby indemnifies the other against any claims, demands, lawsuits, damages, costs, charges and expenses incurred by such other Party in consequence of the negligent acts or omissions of the Indemnifying Party's agents or employees.



PART K - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION

57. Force Majeure

- 57.1 For purposes of this clause 57, reference to a "Category" shall mean a category as defined in Table 5 of Annexe A.
- 57.2 If either Party is prevented in whole or in part from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure, such Party shall, as soon as reasonably practicable, notify the other Party accordingly. The aforementioned notice shall contain the following information:
- 57.2.1 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
- 57.2.2 a detailed description of the Event of Force Majeure;
- 57.2.3 an estimate of the time period which the Event of Force Majeure is envisaged to continue; and
- 57.2.4 the measures proposed to be adopted to remedy or minimise the effects of and costs arising from the Event of Force Majeure. If the Operator is the Party prevented from discharging its obligations as a result of the Event of Force Majeure and the City is of the opinion that the measures proposed are not adequate, it shall advise the Operator by Service Notice. Such Service Notice may propose alternate or additional measures which in the opinion of the City may curtail the Event of Force Majeure and/or the costs arising therefrom. Notwithstanding the provisions of this clause 57.2.4, the Operator shall be obliged to take all proactive steps as may be reasonably possible in anticipation of Events of Force Majeure so as to enable the Operator to mitigate the financial effects thereof, including but not limited to, the entering into of appropriate contractual arrangements with its Employees.
- 57.3 The Party prevented from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure shall:



- 57.3.1 use its reasonable commercial endeavours to remedy or minimise the effects of the Event of Force Majeure to the extent reasonably practicable; and
- 57.3.2 take all reasonable and necessary steps available to it as contemplated in clause 57.2.4 (including, if such Party is the Operator, the measures proposed by the City in the Service Notice referred to in 57.2.4), to mitigate any loss suffered by such Party or the other Party or any passengers as a result of that Party's failure to discharge its obligations pursuant to this Agreement.
- 57.4 In the event that an Event of Force Majeure affects the Operator's ability to perform any of its obligations under this Agreement and to the extent that the Services, or any part thereof, are suspended, the Operator shall not be entitled to claim payment from the City for such suspended Services, or any additional costs incurred by the Operator as a result of the Event of Force Majeure or in relation to any steps taken by the Operator in mitigating the effects of the Event of Force Majeure, provided that, the Operator shall be entitled to payment as set out in Table 5 of Annexe A subject to the further provisions below.
- 57.5 In the event that the Operator is the Party affected by an Event of Force Majeure, the City may, in response to the notice issued by the Operator in terms of clause 57.1, issue a Service Notice to the Operator indicating, (if it is of the reasonable opinion that circumstances so permit) any part of the Services which should nonetheless be performed by the Operator for the period during which the Event of Force Majeure subsists.
- 57.6 Subject always to the provisions of clause 57.9, in circumstances where an Event of Force Majeure falls into:
- 57.6.1 Category A1, the Operator shall receive the payment specified in respect of Category A1 in Table 5 of Annexe A and where such event endures for a period longer than 14 Days, the Operator shall receive the reduced payment specified in respect of Category A1 Events of Force Majeure unless it, on application to the City, demonstrates good cause to the satisfaction of the City, that its payment should not be reduced as aforesaid. Where the City is so satisfied, it shall advise the Operator of such decision in writing and the Operator shall continue to receive the
- [REDACTED]

payment in respect of Category A1 for a further period of 14 Days at which time the Operator shall be required to make a further application as contemplated in this clause 57.6 and the process shall be repeated for each ensuing 14 Day period;

57.6.2 Category A2, the Operator shall receive the payment specified in respect of Category A2 in Table 5 of Annexe A;

57.6.3 Category B, the Operator shall receive the payment specified in respect of Category B in Table 5 of Annexe A;

57.6.4 Category C, the City shall pay the Operator the Consideration (excluding the Kilometre-related Rate in respect of the Scheduled Kilometres not operated due to the Event of Force Majeure) less the saving on cost that the Operator has achieved or would have achieved if the measures contemplated in clause 57.2.4 were implemented. In the event that the Parties are unable to agree the amount payable in terms of this clause 57.6.4 within a period of 10 Business Days either Party may refer such decision to the Independent Transport Expert for determination *mutatis mutandis* in accordance with the provisions of clause 58.12. Until such time as the Parties agree or the Independent Transport Expert has determined the amount payable in respect of a Category C Event of Force Majeure, the Operator shall be entitled to receive payment in accordance with Table 5 of Annexe A.

57.7 If an Event of Force Majeure no longer prevents the Operator from performing its obligations under this Agreement, the Operator shall be entitled to a reasonable period, taking into account the extent to which it has wound down its operations during the period of Force Majeure, to re-establish the Services in compliance with its obligations under this Agreement.

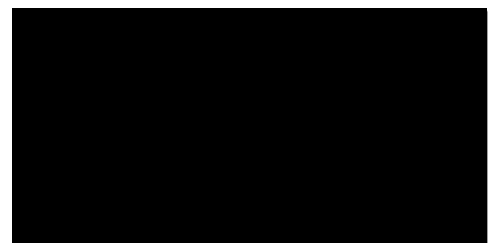
57.8 It is expressly recorded and the Operator hereby specifically agrees that it shall be obliged, in relation to any payment received in respect of an Event of Force Majeure in accordance with clause 57.6, to ensure that such payment shall first be applied to payment of all costs in relation to the maintenance and securing of City assets such as the City Vehicles, Depots and Staging Areas as well as the required payments to be made in relation to various licences and permissions including but not limited to certificates of fitness and vehicle licence payments.

[REDACTED]

- 57.9 If an Event of Force Majeure continues for more than 90 Days and continues to prevent a Party from performing its obligations under this Agreement, either Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party, provided that before doing so the Parties shall first have met to find a mutually satisfactory solution for remedying such Event of Force Majeure and no Party shall terminate this Agreement unless the Parties are unable to agree on a solution. In the event of such termination for Events of Force Majeure under Category B or Category C, the Operator shall be entitled to the release of the Performance Guarantee subject to the provisions of clause 6.
- 57.10 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a consequence of an Event of Force Majeure or as a result of any failure to carry out any of its obligations hereunder resulting from an Event of Force Majeure.

58. Necessary Action

- 58.1 If the Operator commits a material breach of this Agreement to such an extent that the City is compelled to step-in in order to ensure that the Services or any part thereof are continued seamlessly or if the City reasonably believes that the Operator is or will be unable to provide the Services or any part thereof in the manner contemplated in this Agreement, the City shall be entitled to give the Operator no less than 48 hours written notice to take remedial action reasonably acceptable to the City ("**the Remedial Notice**") before taking any necessary action as contemplated in clauses 58.3.1 to 58.3.3 below ("**Necessary Action**").
- 58.2 The Remedial Notice shall set out:
- 58.2.1 details of the material breach or reasons for the City's belief (and shall refer to previous relevant notifications, if any) that the Operator is or will be unable to provide the Services or any part thereof;
 - 58.2.2 the action the City intends taking including the duration of the contemplated Necessary Action (provided that the City shall be entitled to extend, by written notice to the Operator, the duration having regard to prevailing circumstances); and



- 58.2.3 the date upon which the City intends to commence the Necessary Action in the event that the Operator fails to take remedial action.
- 58.3 Pursuant to receipt by the Operator of the Remedial Notice, in the event that the Operator fails to take such remedial action within the period specified in the Remedial Notice, the City shall be entitled to proceed to take the following Necessary Action:
- 58.3.1 to suspend the Services *vis a vis* the Operator and to offer the re-allocation of the Services to the Other Operators in such proportions, on such terms and for the period specified in the Remedial Notice as the City may deem appropriate having regard to economies of scale, functionality and cost effectiveness of such Other Operators; and
- 58.3.2 in the event that the City is unable to reach an agreement with the Other Operator/s in relation to the re-allocation of Services, to facilitate the provision of such Services or part thereof from any third party; and/or
- 58.3.3 to take such other action as it may deem necessary and appropriate in the circumstances in order to ensure the continuity of the Services or as may be required of the City by any Applicable Law.
- 58.4 It is specifically recorded that if, pursuant to the provisions of clauses 58.10 to 58.13 (both inclusive), the Operator is not re-vested with its rights within the time period contemplated in clause 59.1.21, the City shall be entitled to terminate this Agreement.
- 58.5 The Operator hereby irrevocably agrees that the City, in taking the Necessary Action, shall be entitled to take possession of the City Vehicles and Depots and the Operator undertakes to co-operate and do all things necessary to transfer possession of the City Vehicles and Depots to any Other Operator (or any third party) appointed by the City and to do all such things as may be necessary to ensure the seamless operation of the Services or any part thereof. The provisions of clause 61 shall apply, *mutatis mutandis*, to such retaking of possession.
- 58.6 The Operator shall be entitled, within a reasonable period prior to the expiry of the time period specified in the Remedial Notice, to present a written proposal to the City ("**Remedial Proposal**"), in which it sets out: [REDACTED]

- 58.6.1 the steps it will take to be in a position to remedy all matters set out in the Remedial Notice;
- 58.6.2 the time period in which it will take such steps; and
- 58.6.3 any other factors which will satisfy the City that it will resume the rendering of the Services in accordance with its obligations in terms of this Agreement.
- 58.7 In the event that the City is satisfied that the provisions of the Remedial Proposal will adequately address the matters set out in the Remedial Notice, it shall by way of written notice re-vest the Operator with all its rights under this Agreement, subject to such conditions as the City may reasonably impose.
- 58.8 In the event that the Operator does not provide a Remedial Notice within the period contemplated in clause 58.6, or the City is not satisfied that the provisions of the Remedial Proposal will adequately address the matters set out in the Remedial Notice, it shall be entitled to continue with the Necessary Action.
- 58.9 If the City takes the Necessary Action, then without prejudice to any of the City's remaining remedies pursuant to clause 60, for so long as and to the extent that such Necessary Action is taken and prevents the Operator from performing any of its obligations under this Agreement:
 - 58.9.1 the Operator shall be relieved from such obligations for the duration of the period in which the City is taking the Necessary Action; and
 - 58.9.2 without prejudice to the City's rights to claim damages, the Monthly Consideration due and payable by the City to the Operator shall equal the amount the Operator would have received if it were performing the obligations affected by the Necessary Action in full over such period, less:
 - 58.9.2.1 any outstanding Penalties previously imposed, but not yet deducted as calculated in accordance with the provisions of this Agreement; and
 - 58.9.2.2 an amount equal to the City's costs incurred pursuant to taking such Necessary Action.

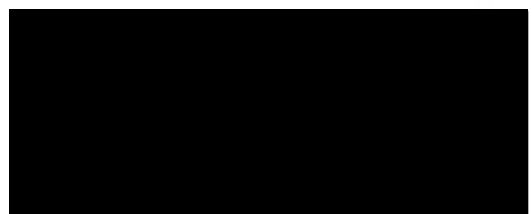
- 58.10 In the event that the Operator disputes the City's decision to take the Necessary Action, it may within a period of 3 Business Days of receipt by it of the Remedial Notice, refer such dispute to the Independent Transport Expert.
- 58.11 The Independent Transport Expert shall be instructed to determine or otherwise resolve the dispute within 14 Days of his appointment and pending such determination or resolution, the City shall be entitled to take the Necessary Action provided that if the City takes the Necessary Action and the dispute is determined in favour of the Operator, the City shall be obliged to restore the status *quo ante* and re-vest the Services with the Operator in either case without prejudice to either Party's rights under this Agreement or in law, including its rights to claim damages.
- 58.12 In making its determination, the Independent Transport Expert shall:
- 58.12.1 investigate the dispute or matter in such manner as he in his sole discretion considers appropriate;
 - 58.12.2 call on the Parties to make representations in regard thereto;
 - 58.12.3 be entitled to consult with the Parties (or either of them);
 - 58.12.4 be entitled to take any advice from any third party;
 - 58.12.5 act as an expert and not as an arbitrator and whose decision shall be final and binding on the Parties; and
 - 58.12.6 direct how his costs and charges are to be borne.
- 58.13 To the extent that the Independent Transport Expert determines that the City was entitled to take the Necessary Action, in considering an award for damages, he shall have regard to the cost incurred by the City in replacing the Operator.

59. Breach and Termination

- 59.1 If the Operator:
- 59.1.1 commits a material breach of this Agreement (other than a breach of payment obligations or in circumstances where the provisions of clause 58 are specifically invoked due to material breach) and fails to remedy the
- [REDACTED]

- breach within 10 Business Days after receipt from the City of written notice calling upon it to do so;
- 59.1.2 commits a breach of any payment obligation in terms of this Agreement and fails to make payment within 5 Business Days after receipt from the City of notice calling upon it to do so;
- 59.1.3 fails to provide the Performance Guarantee as contemplated under clause 6;
- 59.1.4 at any time, is Financially Distressed or fails to provide the written notice contemplated in clause 38.6, or having provided the written notice contemplated in clause 38.6.1, the City and the Operator are unable to agree within the time period referred to in clause 38.6.1 that no action be taken to place the Operator under Business Rescue;
- 59.1.5 commits or attempts to commit an act of insolvency (as defined in the Insolvency Act No. 24 of 1936);
- 59.1.6 makes a compromise with its creditors or an assignment in favour of its creditors;
- 59.1.7 agrees to carry out this Agreement under the supervision of a committee representing its creditors;
- 59.1.8 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which the City has given its prior written consent);
- 59.1.9 sells, transfers or otherwise disposes of all or the greater part of its assets or business, without the prior written consent of the City;
- 59.1.10 has judgment of a material nature taken against it, likely to affect the Operator's status as a going concern and fails to satisfy or apply to have same set aside within 7 Days of becoming aware thereof;
- 59.1.11 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained the City's prior written consent;
- [REDACTED]

- 59.1.12 contravenes the provisions of the special conditions referred to in the Operator Specific Addendum;
- 59.1.13 due to its own fault, fails to obtain any of the necessary Operating Licences to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked;
- 59.1.14 offers, promises or gives a bribe or other gift or remuneration to any officer or employee in the service of the City in connection with the obtaining or execution of this Agreement;
- 59.1.15 acts or attempts to act in a fraudulent manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person;
- 59.1.16 enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to the City's calls for proposals or the entering into of any negotiations with the City in relation to this Agreement;
- 59.1.17 abandons or otherwise repudiates any of its obligations in terms of this Agreement;
- 59.1.18 consistently fails to observe any provision of this Agreement or the Operational Specifications Schedule (despite being given notice in relation thereto), whether or not Penalties have been imposed, with the result that the Services may be regarded by the City as being materially defective;
- 59.1.19 incurs Penalties equal to or exceeding the Penalty Cap as defined in clause 17.8.2 over any 2 Month period (not necessarily consecutive Months) in any calendar year;
- 59.1.20 as a result of any demerit points system imposed on the Operator or any of its Drivers in terms of or pursuant to the Administrative Adjudication of Road Traffic Offences Act, 46 of 1998, directly or vicariously causes the whole or the majority of the City Vehicles utilised by the Operator in terms of this Agreement to become immobilized for any period of time;



59.1.21 is not re-vested with all its rights under this Agreement within a period of 30 Days following the taking by the City of any Necessary Action in terms of clause 58 or such longer period as the City may determine in writing having implemented the provisions of clause 58.7, if applicable,

then the City shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to enforce specific performance of the terms of this Agreement; or to cancel this Agreement forthwith on notice to the Operator and in either event, to recover such damages as it may have sustained.

59.2 If the City:

59.2.1 commits a material breach of this Agreement (other than a breach of payment obligations) and fails to remedy the breach within 10 Business Days after receipt from the Operator calling upon it to do so;

59.2.2 commits a breach of any payment obligation in terms of this Agreement and fails to make payment within 15 Business Days after receipt from the Operator of notice calling upon it to do so,

then the Operator shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to enforce specific performance of the terms of this Agreement; or to cancel this Agreement forthwith on notice to the City and in either event, to recover such direct damages as it may have sustained.

59.3 In the event of termination of this Agreement:

59.3.1 the City shall be entitled to immediately take possession of all City Vehicles and Depots and the Operator shall be required to surrender its Operating Licences and do all things necessary to transfer ownership of the City Vehicles to the City or Another Operator, as the City may direct;

59.3.2 the Operator shall be obliged to transfer any Operator Vehicles required by the City, to the City or Another Operator nominated by the City for a purchase consideration determined by the City having regard to the Operator Vehicle's book value and overall condition at the relevant time;

[REDACTED]

59.3.3 the City may immediately appoint auditors to check and verify all relevant books, records and other data of the Operator and the Operator shall give full cooperation in that regard and make all such information available to the City on request; and

59.3.4 prior to the 12th anniversary of the Effective Date for any reason whatsoever and notwithstanding anything to the contrary contained in this Agreement, the City shall have no obligation to pay any further amount to the Operator or any third party in relation to any costs incurred by the Operator in acquiring the Additional Vehicles and/or Replacement Vehicles, as the case may be.

60. Dispute resolution

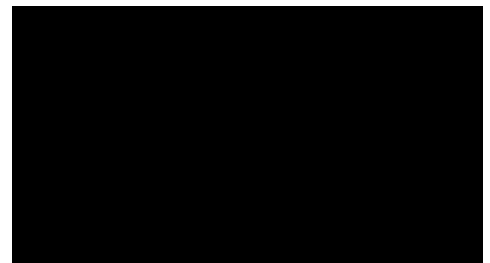
60.1 Disputes

60.1.1 For the purposes of this clause 60, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and obligations in terms of and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.

60.1.2 Save as otherwise provided for in this Agreement, any dispute between any of the Parties arising in connection with this Agreement or its subject matter shall be resolved in accordance with the provisions of this clause 60.

60.2 Resolution by Chief Executives

Any dispute arising in terms of this Agreement may be referred by either Party to the Chief Executive of the Operator and the Commissioner, (or such other senior executives as the relevant Parties may determine) who shall attempt to resolve the matter within 5 Business Days of the dispute being so referred to them.



60.3 Mediation

If the dispute has not been resolved by such negotiation in terms of clause 60.2 within 14 Days of the commencement thereof, the Parties may refer such dispute to mediation by agreement between the Parties.

60.4 Arbitration

60.4.1 Failing resolution of a dispute in terms of clause 60.3, either Party ("**Referring Party**") shall be entitled to refer a dispute to arbitration in terms of this clause 60 by notifying the other Party in writing of its intention to do so ("**Arbitration Notice**").

60.4.2 The arbitration proceedings shall be conducted in accordance with the arbitration laws of the Republic of South Africa.

60.4.3 The arbitration proceedings must be conducted on an informal basis, it being the intention that a decision should be reached as expeditiously and inexpensively as possible, but in any event within 30 Days after the date of the Arbitration Notice, subject only to the due observance of the principles of justice.

60.4.4 In the event that the Parties have failed to agree on an arbitrator within 5 Business Days of the Arbitration Notice, or if an arbitrator agreed upon by the Parties cannot or does not accept an invitation to arbitrate and the Parties fail to agree on an alternative arbitrator within 5 Business Days of the Parties being informed of this, the chairman of the Cape Bar Council shall be asked to nominate an arbitrator on an urgent basis, who must be an advocate with at least 10 years' experience in practice at the bar, who will be appointed in writing by the City.

60.4.5 Within 7 Business Days after appointment of the arbitrator, each Party must submit to the arbitrator a full written statement of its case, in which must be set out all the evidence, sworn statements, facts, submissions and expert opinion as such party deems necessary to support its contentions in regard to the matter(s) in dispute and simultaneously serve a copy thereof on the other Party. The arbitrator may, on good cause being shown, grant the Party an extension of not more than 7 Business Days to submit such

[REDACTED]

statement of case. If a Party fails to submit a statement of case within such time limits, the arbitrator may proceed to make an award without it.

60.4.6 Within 5 Business Days after receipt of the copy of the other Party's statement of case, either Party may submit a further supplementary statement to the arbitrator and must serve a copy thereof on the other Party.

60.4.7 If the arbitrator considers that the matter cannot be decided on the papers before it, the arbitrator may call for other evidence or for witnesses to testify at a place determined by the arbitrator. Witnesses must testify in the presence of both Parties, who may question such witnesses. The arbitrator may appoint a commissioner to take evidence of any person within or outside South Africa and forward it to the arbitrator as if it were a commissioner appointed by the court.

60.4.8 Subject to this clause 60.4.8, the arbitrator shall have discretion and all powers allowed by law to ensure the just, expeditious, economical and final determination of the dispute, including the matter of costs and without derogating from the generality of the foregoing, shall also have the power:

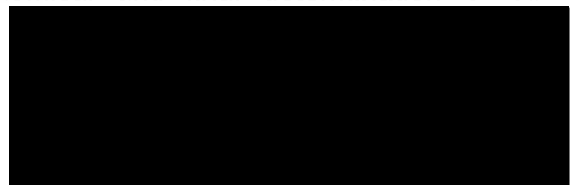
60.4.8.1 to determine the official language in which the proceedings shall be conducted and to order any Party to cover the cost of an interpreter;

60.4.8.2 to determine the time, place and venue of the hearing and the hours during which it will take place;

60.4.8.3 to strike out or dismiss a claim or defence on grounds of failure by a Party to comply timeously with any ruling or interim award by the arbitrator, or on grounds of delaying conduct by a Party which is likely to cause substantial prejudice to the other Party;

60.4.8.4 to proceed with the arbitration in the absence of or without hearing a Party who is in default or fails to appear or to comply with any ruling or interim award of the arbitrator;

60.4.8.5 to make any ruling or give any direction necessary or advisable for the just, expeditious, economical and final determination of all



disputed matters raised in the statements of case, including the matter of costs;

60.4.8.6 to determine the validity of this Agreement and order its rectification;

60.4.8.7 to permit the amendment of a Party's statement of case (but not affidavits submitted therewith) and require a Party to amend its statement of case so that it is not evasive and on application of a party, to strike out from the other Party's statement averments which are vague, scandalous, vexatious or irrelevant;

60.4.8.8 to make rulings or give interim awards on matters of onus, admissibility of evidence and procedure, including ones of an interlocutory or interim nature and rulings or interim awards relating to costs and the implementation of interim or final awards;

60.4.8.9 to make such findings of fact and law as may be required for purposes of the proceedings and the award, including an order as to costs and including an award whereby a Party is restrained from any conduct, either on an interim or final basis;

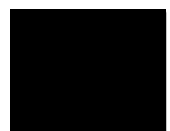
60.4.8.10 in determining the procedure for the arbitration and after hearing the Parties, to direct:

60.4.8.10.1 that the dispute must be determined summarily at an informal hearing attended by both Parties;

60.4.8.10.2 the summary trial of an issue to decide whether any issue or point has no reasonable prospect of success and should be dismissed or struck out, or as to whether an interim award should be made for a sum indisputably due (whether on account of a debt or damages or on any other basis);

60.4.8.10.3 that a Party should furnish more particulars or details on any issue;

60.4.8.10.4 that a Party must produce or make available for inspection to the other Party and to the arbitrator any document, property or thing under the control of the first Party;



- 60.4.8.10.5 that there shall be one or more inspections in loco if the dispute is of an operational nature;
- 60.4.8.10.6 that there should be discovery on oath or otherwise of documents and recordings (subject to valid legal objection), either in regard to all relevant matters or in regard to issues determined by the arbitrator;
- 60.4.8.10.7 that Parties must provide each other with a list of names of witnesses to be called, with a statement of the substance of their evidence and that, save with the leave of the arbitrator, no witness shall be called in respect of whom such name and summary has not been provided;
- 60.4.8.10.8 that the hearing should proceed on documents (including written submissions) only, without the presentation of other evidence.
- 60.4.9 The arbitrator must at all times have regard to the intention of the Parties underlying this Agreement and must resolve the dispute in a summary manner. The Parties must in any event procure that the arbitrator shall do all in his power make an award within 1 Month after he was appointed, or as soon as possible thereafter.
- 60.4.10 Any award made by the arbitrator:
- 60.4.10.1 shall be final and binding on the Parties;
- 60.4.10.2 shall be carried into effect forthwith by the Parties;
- 60.4.10.3 may be made an order of court by a Party only if the other Party fails to heed the terms of the award; and
- 60.4.10.4 may include an order directing the unsuccessful Party to pay the costs of the arbitrator and the expenditure incurred by the successful Party.
- 60.4.11 This clause 60.4 constitutes each Party's irrevocable consent to arbitration proceedings and neither Party shall be entitled to withdraw from such proceedings or to claim that it is not bound by this clause 60.4.
- [REDACTED] [REDACTED]

PART L- MISCELLANEOUS MATTERS

61. Handover of City Vehicles

61.1 The City shall be entitled, by way of a Service Notice, to allocate an appropriate number of City Vehicles to the Operator and/or Another Operator, or to require the Operator to transfer City Vehicles to Another Operator or vice versa, subject to the following principles, it being recorded that for purposes of this clause 61, the Party receiving vehicles shall be known as the "**Receiving Operator**" and the Party transferring vehicles shall be known as the "**Transferring Operator**":

61.1.1 the Transferring Operator shall ensure that any City Vehicle selected for transfer shall be, subject to fair wear and tear, in a good state of repair, both in relation to its chassis and its body and shall have kilometrage similar to the average kilometrage of all City Vehicles then in the possession of the Transferring Operator. If the Operator is unable to comply in relation to a particular selected City Vehicle, it shall provide a City Vehicle of similar kilometrage to that of the selected City Vehicle subject always to such City Vehicle being in a good state of repair. For the avoidance of doubt, the Scout Vehicles as contemplated in clause 45.4 shall not be transferred in accordance with the provisions of this clause 61.1.1;

61.1.2 the provisions of the Handover of City Vehicles Agreement, amended only where necessary to give effect to the context, shall apply equally to City Vehicles handed over to an operator under this provision. This includes an inspection of the relevant City Vehicle (including the tyre thread of the City Vehicle) by the Transferring Operator, the Receiving Operator and the City, where applicable and identification of issues requiring repair. The Transferring Operator shall be obliged to attend any repairs identified, insofar as they are contractually the responsibility of the Transferring Operator, as speedily as is reasonably possible;

61.1.3 the Receiving Operator shall record all items requiring repair on the relevant City Vehicle and to the extent that the Receiving Operator repairs such City Vehicle, it shall be entitled to claim the cost of such repair from the City, provided that the City pre-approves such cost in writing. Where the

[REDACTED]

City approves such costs, it shall be entitled to recover such amount from the Transferring Operator and apply set-off in respect thereof, against any future payments due to the Transferring Operator. The provisions of this clause 61.1.3 apply only to items not covered by the Vehicle Maintenance Agreements;

- 61.1.4 when requiring City Vehicles to be transferred from one operator to another, the City shall ensure that proper regard is given to the provisions of clause 12.1.2 in respect of each operator, such that the overall allocation of Vehicles between operators by the City does not unduly prejudice any single operator from meeting the demand placed on it for its Services from time to time.

62. Maintenance handover

- 62.1 It is recorded that there will be a handover of the maintenance function from the relevant Vehicle Supplier to the Operator at the expiry of the Initial Maintenance Period. The City and the Operator will undertake a due diligence in respect of the condition of the Vehicles to be carried out as part of the handover to the Operator. Prior to the handover of such maintenance function, any deficiency in the maintenance of the Vehicles (fair wear and tear and Driver abuse excluded), shall, at the City's election, be remedied by the Vehicle Supplier or the Operator, as the case may be, at the cost of the City.
- 62.2 To the extent that any Party disputes whether or not all deficiencies in the maintenance of the Vehicles were properly identified or adequately remedied, as the case may be, such Party shall be entitled to refer the dispute to the Independent Vehicle Maintenance Assessor for final determination.

63. Section 197 transfer

- 63.1 Where a New Operator is appointed pursuant to a Tender or where the City terminates this Agreement pursuant to clauses 57 or 59 or takes the Necessary Action contemplated by clause 58.2 and as a result, the Services or part thereof are transferred as a going concern to Another Operator or any third party in a manner contemplated by section 197 of the Labour Relations Act, 66 of 1995, as amended or substituted from time to time ("section 197"), the City shall in accordance with section 197 ensure that such Other Operator or third party takes
- [REDACTED]

transfer of all contracts of employment of only those employees of the Operator who perform the Services or part thereof that are transferred as a going concern ("**Transferring Employees**") and the Operator hereby undertakes to provide all such information in relation to such employees as may be required by Another Operator or third party in order to effect a smooth transfer as a going concern of the Services or part thereof as the case may be.

63.2 For the avoidance of doubt, the Transferring Employees shall exclude the three senior executives or Employees of the Operator responsible for operations and finance as well as the chief executive officer or executives fulfilling any similar functions.

63.3 The Operator shall be liable for any retrenchment costs incurred in respect of the senior executives contemplated in clause 63.2, to the extent applicable and hereby indemnifies the New Operator in respect of such retrenchment costs.

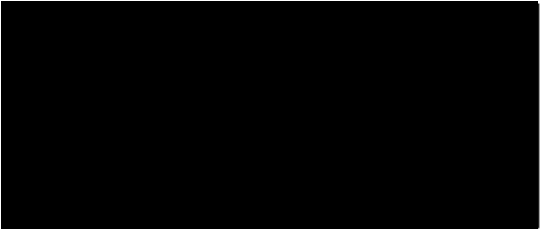
63.4 The City indemnifies the Operator against all loss, liability, damage or expense which the Operator may suffer as a result of or which may be attributable to any redundancy claim which any Transferring Employee may have against the Operator pursuant to the failure of the City to fulfil its obligation in terms of clause 63.1 and/or as a result of the failure of the New Operator to comply with the provisions of section 197, in relation to the Transferring Employees.

64. **Vehicle Refurbishment**

64.1 The Operator shall be required to undertake not less than one complete Vehicle Refurbishment for each 12m and 18m Vehicle forming part of the Initial Fleet (excluding any 12m Vehicles and 18m Vehicles forming part of the Remaining Vehicles) during the period of this Agreement, in accordance with the Vehicle Refurbishment Schedule referred to below.

64.2 The City shall be entitled to instruct the Operator to undertake a full or partial Vehicle Refurbishment of a 9m Vehicle or any 12m Vehicle or 18m Vehicle forming part of the Remaining Vehicles. In this regard, the Operator shall supply the required quotations for the work to be undertaken to such Vehicle. Such Vehicle Refurbishment may be undertaken by the Operator only once the City has provided written confirmation of the extent of Vehicle Refurbishment and the price at which such Vehicle Refurbishment may be proceeded with.

[REDACTED]

- 64.3 Within 12 Months of the Commencement Date, the Operator shall provide the City with a detailed schedule, setting out the program of Vehicle Refurbishment over the period of the Agreement, including the identification of the specific Vehicle, and the months and year in which each Vehicle will undergo Vehicle Refurbishment ("**Vehicle Refurbishment Schedule**").
- 64.4 The Operator shall update the Vehicle Refurbishment Schedule annually, indicating the Vehicles which have undergone Vehicle Refurbishment, and the dates on which the Vehicle Refurbishment was completed, and adding to the Vehicle Refurbishment Schedule any Additional or Replacement Vehicles that have been acquired since the Vehicle Refurbishment Schedule was last updated, provided that the City approves the Vehicle Refurbishment Schedule and any proposed Additional/Replacement Vehicles beforehand.
- 64.5 Should the Operator wish to vary the Vehicle Refurbishment Schedule, it shall be required to provide the City with written notice of its proposed variation not less than 18 Months prior to the date on which the proposed variation is to take effect. The City shall, within a reasonable time after receipt of such written notice, advise the Operator in writing whether such proposed variation is approved or not and any reasonable conditions that the City may impose relating to the implementation of the varied Vehicle Refurbishment Schedule.
- 64.6 No payment shall be made to the Operator for any Vehicle Refurbishment until the Vehicle Refurbishment has been completed in full to the satisfaction of the City and the City has provided written confirmation of its approval.
- 64.7 The City undertakes to inspect a refurbished Vehicle within 14 Days of being notified by the Operator that the Vehicle Refurbishment has been completed.
- 64.8 If the Vehicle Refurbishment has been completed to the satisfaction of the City, the City shall notify the Operator accordingly within 7 Days of the inspection, and the Operator shall be entitled to include the costs of the Vehicle Refurbishment contemplated in clause 64.1 in the next Invoice, at the agreed rate for Vehicle Refurbishment from Provisions. Payment in respect of the Vehicle Refurbishment contemplated in clause 64.2 shall be made in accordance with the rate agreed to by the City as specified in such clause.
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64.9 If the Vehicle Refurbishment has not been completed to the satisfaction of the City, the City shall notify the Operator accordingly within 7 Days of the inspection, advising of those aspects that require further rehabilitation or remediation and the provisions of clauses 64.7 shall then apply.

64.10 Payment for completed Vehicle Refurbishment shall be made from Provisions.

65. Event Services and Charter Services

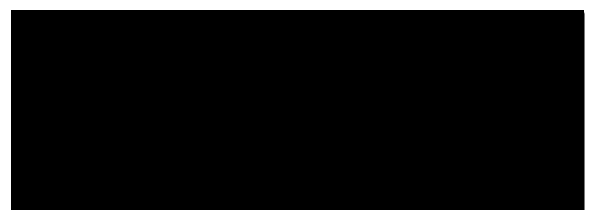
65.1 The Operator may be required to operate Event Services and Charter Services utilising such Vehicles as the City may determine, including Operator Vehicles. Such Event and Charter Services or the Routes and schedules applicable thereto, will be specified through a Service Notice.

65.2 The Operator shall be entitled to receive payment from the City in respect of Event Services and Charter Services in accordance with the Event and Charter Payment Schedule. For the avoidance of any doubt, the Operator shall not be entitled to accept payment from any third party for the rendering of Event Services or Charter Services without prior written approval from the City.

65.3 The Operator will be required to manage Event Services which may be allocated to the Operator and the Other Operators as determined by the Control Centre, subject to the City's requirements for the use of a specific type of Vehicle and having regard to the nature of the Event which may, in certain instances, require all the aforesaid operators to render the Event Services in question.

65.4 In the event of the date for a booking of an Event being changed ("**Amended Booking**"), the Scheduled Kilometres specified in respect of the previous date for such booking will cease to be of any force or effect and the City shall be entitled to deliver a new Service Notice in respect of the Amended Booking. Such Service Notice may be delivered at least 1 Business Day prior to the Amended Booking.

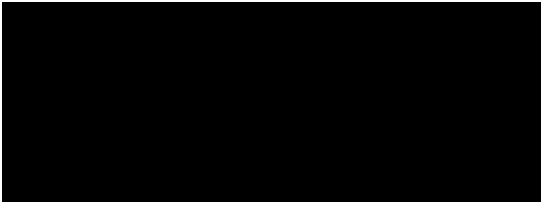
65.5 The Operator shall request the City's prior written approval for the provision of Charter Services which will be allocated to the Operator in the discretion of the Transport Controller, but having regard to the category of Vehicles required and the proximity of a Depot (allocated to or owned by the Operator) to the proposed Charter route.



66. Intellectual Property

- 66.1 The Operator acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the City and that all Intellectual Property developed pursuant to this Agreement (other than Intellectual Property belonging to the Operator or any third party) shall vest exclusively in the City, save to the extent that the Parties otherwise agree in writing.
- 66.2 Should the Operator acquire title to any Intellectual Property of the City or which is developed pursuant to this Agreement by operation of law (thus, where the City in effect pays for its development) such Intellectual Property (other than Intellectual Property belonging to the Operator or any third party) shall be deemed to have been assigned by the Operator to the City.

67. Insurance

- 67.1 The City shall effect and maintain passenger and public liability insurance and SASRIA cover in relation to the operation of the Vehicles which it considers adequate. Such insurance shall, amongst others, provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from any negligent act or omission by the City, the Operator or their agents or Employees in connection with the operation of the Vehicles in the provision of the Services. The Operator shall be a co-insured party under such insurance and the City shall be liable for and pay all premiums in respect of such insurance.
- 67.2 The Operator shall effect and maintain full comprehensive vehicle insurance in respect of the Operator Vehicles including an amount of at least R20 000 000 per incident, in respect of passenger and public liability, on terms and conditions to the City's reasonable satisfaction. The Operator shall be liable for and pay all premiums in respect of such insurance. The Operator shall ensure that the City is registered as co-insured under such insurance policy and provide proof of the insurance to the City on demand.
- 67.3 The Operator shall take out public liability cover for risks relating to its operation of the other Services, including, but not limited to, the Depot and Staging Areas, for such amount and on such terms and conditions as are reasonably approved
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by the City. The City shall be a co-insured under any such policy. The Operator shall be liable and pay for the necessary premiums in respect of such insurance.

67.4 The City shall effect and maintain full comprehensive vehicle insurance in respect of the City Vehicles, including but not limited to all windows, buildings, third party installations, to the extent that such installations are not insured by the third party and all risk insurance in respect of the Depots, including insurance in respect of any infrastructure situated on Stations and the Depots. The City shall be liable for and pay all premiums in respect of such insurance. The Operator shall pay the excess due directly or, if paid by the City, shall reimburse the City for any excess payable by the City in respect of an insurance claim made by the City pursuant to a City Vehicle being damaged or stolen whilst in the possession of the Operator or any City assets being damaged by the Operator or its agents or Employees.

67.5 The Operator shall be liable for any claims for passenger liability or public liability which are repudiated by the City's insurer/s due to any act or omission of the Operator, its directors, agents or Employees in providing the Services.

68. Publication of compliance or non-compliance with required service levels

68.1 Notwithstanding anything to the contrary in this Agreement, particularly the provisions of clause 74 below, in order to ensure that the Services are rendered at a consistent and sustainable high level of performance which the City expects of the Operator and to increase public awareness of the Services being rendered in terms of this Agreement, the City shall, for the duration of this Agreement, be entitled to:

68.1.1 conduct and publish customer satisfaction surveys as it, in its sole discretion, may deem appropriate which may include but not be limited to, issues pertaining to punctuality, Driver and Vehicle quality, safety and security and general customer satisfaction levels regarding performance of the Operator and its Employees; and

68.1.2 publish any statistics relating to the over achievement or material under achievement of service levels by the Operator which may include but not be limited to, financial and operational performance, the Most Compliant Operator, compliance with health and safety obligations and the Operator's compliance with PrDP and Employee training requirements.

[REDACTED]

- 68.2 The City shall be entitled to formulate its own conclusion regarding the results of the customer satisfaction surveys and the interpretation of the City's statistics relating to the Operator's performance and shall make such results available to the Operator upon request.
- 68.3 The City shall be entitled to publish the results of the customer satisfaction surveys and the above-mentioned statistics together with such additional *MyCiTi* marketing information as it may deem necessary, in media campaigns designed, amongst other things, to encourage compliance with expected service levels and to discourage non-compliance therewith.
- 68.4 The aforesaid media campaign may include but not be limited to campaigns in traditional print media and/or electronic/social media and may highlight any over achievement or material under achievement of expected service levels by the Operator from time to time.
- 68.5 In addition to any rights which the City may have in terms of this clause 68, the City shall be entitled to publish on the Transport for Cape Town website:
- 68.5.1 all the infringements by the Operator of the Service Levels and Penalties Schedule which have resulted in the issue of a Penalty Notice; and
- 68.5.2 any data necessary relating to this Agreement and/or the Services in order to comply with its obligations under the Constitution of Transport for Cape Town By-Law, 2013, particularly section 6.

69. Periodic review of the Agreement

- 69.1 Subject to the provisions of 69.2 below, in view of the long term nature of this Agreement and in order to provide a continuous means for the assessment of:
- 69.1.1 the City's contract management systems;
- 69.1.2 opportunities to improve the performance of the Operator in rendering the Services to the benefit of all stakeholders (including passengers utilising the Services); and
- 69.1.3 various aspects of the relationship between the Parties which would allow for *inter alia* an improvement in conflict resolution and the sharing of information between the Parties,
- [REDACTED]

the Operator acknowledges that the City will review the provisions of this Agreement every 3 years for the duration of this Agreement.

- 69.2 To the extent that the City wishes to propose any amendment to this Agreement pursuant to such review, such proposal shall be discussed and considered in good faith, but shall not be of any force or effect unless reduced to writing and signed by or on behalf of both Parties as contemplated in clause 80. For the avoidance of doubt, should the Parties fail to reach agreement as provided for in this clause 69, such failure shall not constitute a dispute as contemplated in clause 60 (Dispute Resolution).

70. Restricted Companies

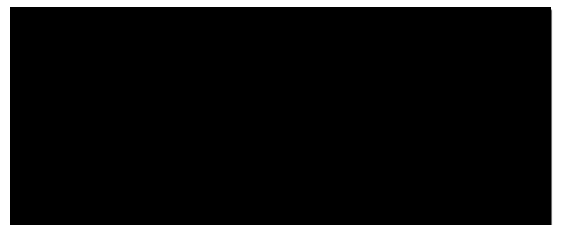
- 70.1 Subject to the prior written consent of the Commissioner as contemplated in clause 56.1.5.7, Restricted Companies and/or their shareholders shall not:

- 70.1.1 be a shareholder in the Operator;
- 70.1.2 be subcontractors of the Operator, or
- 70.1.3 be a party to a partnership, joint venture, consortium, arrangement with the Operator regarding any other work relating to Station management, Control Centre or the fare collection system, but specifically excluding work in relation to advertising and bus stop cleaning and maintenance.

71. System stability

- 71.1 The Parties acknowledge that some directly affected taxi operators may not accept Compensation Offers and may therefore remain operating within Phase 1 areas for as long as they have valid operating licences to do so.
- 71.2 In the circumstances, the Parties consider it desirable to ensure that such directly affected taxi operators are managed and regulated in a manner that complements the IRT system, for example, by limiting competition with the Services and that ensures that demand not catered for by the Services is met by other regulated legal operators.
- 71.3 The Parties hereby agree to establish a joint task team comprising the City, the Operator and the Other Operators to develop proposals for combatting piracy and Route invasions and establishing a mechanism to achieve the objectives
- [REDACTED]

contemplated in clause 71.2 above including proposals to the relevant department within the City to provide public transport law enforcement services along the Routes. To the extent that a proposal is capable of being fulfilled by the relevant department within the City, such department shall use its best endeavours to do so.



PART M - GENERAL

72. Addresses and notices

- 72.1 The Parties choose for the purposes of this Agreement the following addresses:
- 72.1.1 The City: City Manager, Civic Centre, Hertzog Boulevard, Cape Town, 8001; Fax (021) 400-1332;
- 72.1.2 The Operator: as contained in the Operator Specific Addendum.
- 72.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 72.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.
- 72.3 Any notice required by this Agreement to be given in writing shall, if given by telefax, email or cell phone-based short message service ("sms"), be regarded as having been given in writing for purposes of this Agreement, provided that the Parties may only utilise sms notification for operational authorisations in circumstances where operational action is required immediately for example, in the case of emergency Route changes, other changes to operations contemplated in this Agreement due to an emergency, Event Service related changes or such similar urgent operational matters.
- 72.4 Where operational authorisations are required, the Transport Controller will issue and log an authorisation number and any relevant notice in terms of this clause 72 shall quote such authorisation number.
- 72.5 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 72.1 shall be deemed to have been received (unless the contrary is proved) within 14 Days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 72.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 72.6 Each notice by telefax to a Party at the telefax number specified for it in terms of clause 72.1 shall be deemed to have been received (unless the contrary is proved) within 4 hours of transmission if it is transmitted during normal business
- [REDACTED]

hours of the receiving Party or within 4 hours of the beginning of the next Business Day after it is transmitted, if it is transmitted outside those business hours.

- 72.7 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within 20 minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within 10 minutes of recommencement of the rendering of the Services.
- 72.8 Any notice by sms to a Party at the mobile numbers of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within 20 minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within 1 hour of recommencement of the rendering of the Services.
- 72.9 Any notice in terms of this clause 72 given by sms shall be followed by a telefax or email confirming the contents and date of transmission of such sms.
- 72.10 Notwithstanding anything to the contrary in this clause 72, a written notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 72.11 Any Party may by written notice to the other Parties change its physical or postal address, telefax number, email address or mobile number for the purposes of this clause 72 to any other physical or postal address, telefax number, email address or mobile number provided that the change shall become effective on the 7th Day after the receipt of the notice.

73. Remedies

No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more

[REDACTED]

remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

74. Confidentiality

74.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.

74.2 Notwithstanding clause 74.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 74.

74.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.

74.4 The Operator shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of the City.

75. Severance

If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

76. No agency

76.1 No provision of this Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied authority to bind the other Party in any way or to represent the,

[REDACTED]

other Party unless specifically provided to the contrary in this Agreement, it being recorded, for the avoidance of doubt, that this clause 76 shall not affect or otherwise derogate from the obligations and powers of the Operator in relation to handing over of City Vehicles to other authorised parties as contemplated in this Agreement.

- 76.2 It is specifically recorded that the Operator operates as an independent contractor and not as an employee or agent of the City and does not have the authority to bind the City contractually to any other Party.

77. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in regard to its subject matter. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

78. No stipulation for the benefit of a third person

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

79. No representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

80. Variation, cancellation and waiver

No agreement varying, adding to, deleting from or cancelling this Agreement and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties, save as set out elsewhere in this Agreement.

81. Indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.



82. General co-operation

- 82.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 82.2 Each of the Parties undertake at all times to do all such things, perform all such acts and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement and ensuring that the Services are rendered consistently at the highest possible standard expected by the City.
- 82.3 Each Party agrees to provide all information reasonably requested by the other in the exercise of their respective rights and performance of their obligations under this Agreement, subject to the confidentiality provisions of clause 74 of this Agreement.

83. Governing law

This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

84. Jurisdiction of South African Courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, (Western Cape High Court, Cape Town) for any proceedings arising out of or in connection with this Agreement.

85. Independent advice

Each of the Parties hereby respectively agrees and acknowledges that:

- 85.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 85.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement [REDACTED]

86. Good faith

The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

87. Survival of rights, duties and obligations

Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

88. Assignment

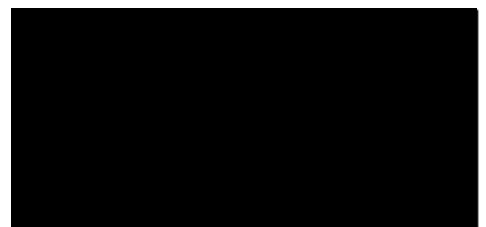
88.1 The Operator shall not cede, assign, delegate or transfer its rights and/or obligations in terms of this Agreement, or any part thereof, or any benefit or interest therein, to any third party or Entity without the prior written consent of the City.

88.2 Notwithstanding anything to the contrary stated in this Agreement, the City shall be entitled, without requiring the consent of the Operator, to cede, assign, delegate or transfer any rights and/or obligations under this Agreement to a Municipal Entity.

89. Waiver

89.1 No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party making such waiver and any such waiver will be effective only in the specific instance and for the purpose given.

89.2 No failure or delay on the part of a Party in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, or as implied consent to the other Party's non-compliance, or as novation of the Agreement; nor will any single or partial exercise by that Party of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.



90. **Costs**

Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

91. **Agreement binding on Operators**

The Operator, by its signature hereto irrevocably binds itself to the terms and conditions of this Agreement and acknowledges that the City shall be entitled to countersign this Agreement by no later than 15 November 2013.

Signed at *CAPE TOWN* on [REDACTED] 2013

Witness

[REDACTED]

for **The City of Cape Town**

[REDACTED]

duly authorised and warranting such authority

Name: [REDACTED]

Capacity: [REDACTED]

Signed at *CAPE TOWN* on [REDACTED] 2013

Witness

[REDACTED]

for [REDACTED]

[REDACTED]

duly authorised and warranting such authority

Name: [REDACTED]

Capacity: [REDACTED]

[REDACTED]

Annexe "B": Operational Specification Schedule

Execution Version

21 August 2013

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SERVICES



Annexe "B": Operational Specifications Schedule

1. Services

1.1 Composition of Vehicle Operating Companies

The composition of the Vehicle Operating Companies is:

- 1 [REDACTED]
1 [REDACTED]
1 [REDACTED]

- [illegible]

- _____
- _____

1.2 Routes and Milestones

The Routes are planned to be rolled out under the following Milestones:

Milestone 0: Table View Feeder Vehicles and Trunk T01 (partial)

Milestone 1: Inner City

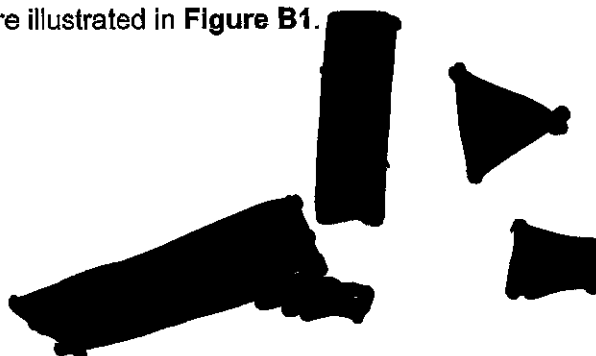
Milestone 2: Table View and Century City

Milestone 3: Atlantis and Melkbos

Milestone 4: Extension of trunk to Dunoon

Phase 1B: Trunk from Dunoon to Century City

Feeders in Edgemoor, Richwood, Bothasig, Summer Greens and link from Montague Gardens to Maitland and Salt River. These Routes are illustrated in **Figure B1**.



Tables B1 and B2 set out inter alia the Routes for Phase 1: Milestones 1 to 4 and Phase 1B on the following basis:

The indicative Trip length (one direction) is given in the columns headed "Route length". The Parties may agree in writing on an amendment to the Trip length within 10 Business Days of the Commencement Date. Any further changes may be instructed by Service Notice.

The indicative Vehicle type to be used primarily in providing services is listed in the column heading "Vehicle type"

Routes prefixed by "T" are Trunk Routes. Other Routes are Feeder Routes (except the Airport Route which is a Trunk Route). A Route may include sections of both Trunk and Feeder Routes

1.3 **Schedule**

The Schedule for the Service will be issued to the Operator in accordance with the Vehicle Operator Agreement and may be amended by Service Notice in terms of the Agreement. Planning timetables are provided separately in the document titled "*Planning Schedules Version 1 – 19 June 2013*".

1.4 **Stations, Compulsory Stops and timing points**

The Stations, compulsory stops and timing points on the Routes are listed in Table A4.

The Stations, compulsory stops and timing points may be varied from time to time by the City which will inform the Operator by Service Notice.



Table B1: Route Information for Phase 1: Milestones 1 – 4 and Phase 1B

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	Current City-Transit Route Length	Control Centre Surveyed Route Length	Seafilly	Vehicle type
Milestone 0							
T01	Table View-CBD	Forward: Table view station, into Blaauwberg Rd, right into Blaauwberg Rd slip lane, into Blaauwberg Rd, left into R27, left into Milner St, right into Paarden Eiland disused rail siding, into Culemborg bus lane, into Hertzog Blvd, Civic Centre Station	16.70	Not Available	Not Available	Not Available	18m/12m
	CBD-Table View	Reverse: Civic Centre Station, into Hertzog Blvd, right into Hertzog Blvd northern slip lane, into Hertzog Blvd, into Culemborg bus lane, into Paarden Eiland disused rail siding, left into Milner St, right into R27, right into Blaauwberg Rd, Table View station	16.45	Not Available	Not Available	Not Available	18m/12m
F14	Big Bay-Table View-Parklands	Forward: Big Bay Blvd/ Cormorant Ave Cir, into Cormorant Ave, left turn into Marine Dr, right turn into Sir David Baird Dr, right turn into Marine Dr, left turn into Blaauwberg Rd, into Table View Station, across Raats/ Pentz to turn-around facility, right turn into Raats Dr, right turn into Parklands Main Rd, (turn around at) Parklands Main Rd/Gie Rd circle to layover point in southbound carriageway (59 Parklands Main)	10.75	Not Available	Not Available	Not Available	12m
	Parklands-Table View-Big Bay	Reverse: Parklands Main Rd, left turn into Raats Dr, right turn into Blaauwberg Rd to Table View Station, Blaauwberg Rd, right turn into Marine Dr, left turn Sir David Baird Dr, left turn into Marine Dr, right turn into Cormorant Ave, (turn around at) Cormorant Ave/ Big Bay Blvd circle	10.31	Not Available	Not Available	Not Available	12m
F15	Parklands East-Table View-Blouberg Sands	Forward: Embayment on Gie Road, turn around Gie Rd/ Parklands Main Rd circle, Gie Rd, right turn into Blaauwberg Rd, Table View Station, Blaauwberg Rd, right turn into Marine Cir, right turn into Porterfield Rd, into Link Rd, left turn into Garden Rd, left turn into Sunningdale Dr, left turn into Sandown Rd East, into Sandown Rd, into Tryall Rd, right into Sunningdale Dr (loop ends Sunningdale Dr/ Sandown Rd East circle).	13.56	Not Available	Not Available	Not Available	12m
	Blouberg Sands-Table View-Parklands East	Reverse: Sunningdale Dr, right turn into Garden Dr, right turn into Link Rd, into Porterfield Rd, left turn into Marine Cir, left turn into Blaauwberg Rd, Table View Station, into Blaauwberg Rd, left turn into Boy de Goede circle at first intersection, left turn into Arnold Rd, left turn into Gie Rd	9.75	Not Available	Not Available	Not Available	12m
F16	Marine Circle-Table View-Blouberg Sands	Forward: Embayment on Marine Dr, right into Dolphin Beach parking area, left into Marine Dr, around Marine Circle right into Blaauwberg Rd, Table View Station, into Blaauwberg Rd, left turn into Wood Dr, left turn into Ringwood Dr, right turn into Humewood Dr, right turn into Sunningdale Dr (Anti-clockwise Loop starts at Sandown Rd East/Sunningdale Dr circle), Sunningdale Dr (north), left turn into Tryall Rd, into Sandown Rd, into Sandown Rd East (loop ends Sunningdale Dr/	11.56	Not Available	Not Available	Not Available	12m

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning (Route Length (km))	Operator (City Agreed Route Length)	Control Centre (Surveyed Route Length)	Activity	Vehicle type
		Sandown Rd East circle)					
	Blouberg Sands-Table View-Marine Circle	Reverse: Right into Sunningdale Dr (south), left turn into Humewood Dr, left turn into Ringwood Dr, right turn into Wood Dr, right turn into Blaauwberg Rd, Table View Station, Blaauwberg Rd (left at Marine Circle to layover point).	7.90	Not Available	Not Available	Not Available	12m

Milestone 1

A01	Airport-Civic-Waterfront	Forward: Airport Terminal, continue Airport Approach Road, continue N2, left Nelson Mandela Boulevard, continue Hertzog Boulevard, left Heerengracht, right Hans Strijdom Avenue, continue Western Boulevard, right Granger Bay Boulevard, right Granger Bay Road, left Breakwater Boulevard, Waterfront	22.70	Not Available	22.51	17%	12m
	Waterfront - Civic Centre - Airport	Return: Waterfront, continue Breakwater Boulevard west, right Granger Bay Road, left Granger Bay Boulevard, left Western Boulevard, continue Hans Strijdom Avenue, left Heerengracht, right Hertzog Boulevard, Civic Centre Station, continue Hertzog Boulevard, continue Nelson Mandela Boulevard, continue N2, left Airport Approach Road, Airport Terminal	21.64	Not Available	22.36	17.6%	12m
101	Vredehoek-Gardens-Civic Centre	Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, right D F Malan Street, left Table Bay Boulevard, left Heerengracht, right Walter Sisulu Avenue, left Lower Long Street, continue Long Street, left Orange Street, continue Annandale Road, continue Mill Street, left Mill Street off ramp, Gardens Station, right Maynard Street, right Mill Street, left Upper Bultenkant Street, continue Highlands Avenue, left Exner Avenue, right Davenport Road, left St James Street, left Derry Street, right Noordelik Avenue, left Gardenia Avenue, right Derry Street, continue Upper Mill Street, continue Mill Street, Gardens Station, Continue Mill Street, continue Annandale Road, continue Orange Street, continue Buitensingel, right Loop Street, continue Lower Long Street, right Walter Sisulu Avenue, left Heerengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre Station	11.85	Not Available	11.37	37.6%	9m
102	Salt River-Walmer Estate-Civic Centre	Forward: Salt River Station, continue Foundry Road, exit Voortrekker Road, continue Salt River Road via Salt River circle, right Victoria Road, left Roodebloem Road, continue Upper Roodebloem Road, right Rhodes Avenue, right Upper Mountain Road, left Chester Road, continue Keizersgracht, continue Darling Street, right Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station	6.95	Not Available	6.93	30.4%	9m

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	Operational / City Approach Route Length	Controlled / Controlled Route Length	% Hilly	Vehicle Type
	Civic Centre-Walmer Estate-Salt River	Return: Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, left Darling Street, continue Kelzersgracht, continue Chester Road, left Coronation Road, right Upper Mountain Road, left Rhodes Avenue, left Upper Roodebloem Road, continue Roodebloem Road, right Victoria Road, left Salt River Road, right Albert Road via Salt River circle, left Spencer Road, left Foundry Road, Salt River Station	7.12	Not Available	6.89	30.5%	9m
103	Oranjezicht-Gardens-Civic Centre	Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, left Darling Street, right Buitenkant Street, left Mill Street, Gardens Station, right Maynard Street, right Mill Street, continue Mill Street, left Upper Orange Street, right Montrose Avenue, right Molteno Road, left Rayden Street, left Hof Street, right Kloof Street, right Camp Street, left Upper Orange Street, right Annandale Road, continue Mill Street, left Mill Street off ramp, Gardens Station, right Maynard Street, right Mill Street, right Buitenkant Street, left Darling Street, right Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station	10.84	Not Available	10.60	47.2%	9m
104	Sea Point-Waterfront-Civic Centre	Forward: Queens Beach Station, continue Beach Road to Mouille Point, left Beach Road, left Granger Bay Boulevard, right Granger Bay Road, left Breakwater Boulevard, Waterfront Feeder stop, u-turn at circle, continue Breakwater Boulevard, left Port Road, right Dock Road, continue Walter Sisulu Avenue, left Heerengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre Station	9.58	Not Available	Not Available	0%	9m
	Civic Centre-Waterfront-Sea Point	Return: Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, right D F Malan Street, left Table Bay Boulevard, left Heerengracht, right Walter Sisulu Avenue, continue Dock Road, left Port Road, right Breakwater Boulevard, Waterfront Feeder stop, u-turn at circle, continue Breakwater Boulevard, right Granger Bay Road, left Granger Bay Boulevard, right Beach Road, right Beach Road Sea Point, Queens Beach Station	9.92	Not Available	Not Available	0%	9m
105	Sea Point-Fresnaye-Civic Centre	Forward: Queens Beach Station, continue Beach Road, left Queens Road via Queens Beach circle, left Kloof Road, right Avenue Disandt, left High Level Road, continue Strand Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station	13.48	Not Available	6.92	16.8%	9m
	Civic Centre-Fresnaye-Sea Point	Return: Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, right Strand Street, continue High Level Road, right Avenue Disandt, continue Kei Apple Road, left Regent Street, right Solomons Road, left Beach Road, Queens Beach Station		Not Available	6.34	12.8%	9m

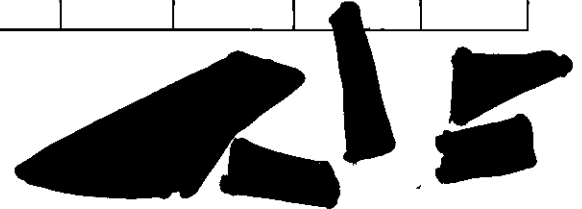


MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	Operator / City Agreed Route Length	Control Points Surveyed Route Length	% Hilly	Vehicle Type
106	Waterfront Silo-Civic Centre-Camps Bay (clockwise)	Waterfront Silo terminus, right South Arm Road, left Dock Road, continue Walter Sisulu Avenue, left Hereengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, right Wale Street, left Long Street, continue Kloof Street, right Kloof Nek Road, left Kloof Nek Road, continue Camps Bay Drive, left Prima Avenue, continue Platteklip Plein, right Ravensteyn Road, left Camps Bay Drive, left Fiskaal Road, continue Chas Booth Avenue, right Rontree Avenue, left Camps Bay Drive, right Victoria Road, right Argyle Street, continue Tree Road, left Geneva Drive, left Camps Bay Drive, continue Kloof Nek Road, right Kloof Nek Road, left Kloof Street, left Buitensingel, right Loop Street, right Wale Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, right D F Malan Street, left Table Bay Boulevard, left Hereengracht, right Walter Sisulu Avenue, continue Dock Road, right South Arm Road, left access to Waterfront Silo terminus	23.58	Not Available	Not Available	54.3%	9m
107	Waterfront Silo-Civic Centre-Camps Bay (anti-clockwise)	Waterfront Silo terminus, right South Arm Road, left Dock Road, continue Walter Sisulu Avenue, left Hereengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, right Wale Street, left Long Street, continue Kloof Street, right Kloof Nek Road, left Kloof Nek Road, continue Camps Bay Drive, right Geneva Drive, right Tree Road, continue Argyle Street, left Victoria Road, left Camps Bay Drive, continue Kloof Nek Road, right Kloof Nek Road, left Kloof Street, left Buitensingel, right Loop Street, right Wale Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, right D F Malan Street, left Table Bay Boulevard, left Hereengracht, right Walter Sisulu Avenue, continue Dock Road, right South Arm Road, left access to Waterfront Silo terminus	22.41	Not Available	Not Available	52.3%	9m
108	Hout Bay- Hangberg-Sea Point-Civic Centre	Forward: Hout Bay terminus, left The Promenade, left Main Road, left Princess Street, left Harbour Road, right Atlantic Skipper Road, continue Karbonkel Road, right Bayview Road, right Marlin Crescent to Hangberg terminus, left Karbonkel Road, left Atlantic Skipper Road, left Harbour Road, left Victoria Avenue, continue Victoria Road through Camps Bay, left Queens Road, right Regent Street, left Solomons Road, left Beach Road, Queens Beach Station, left Queens Road via Queens Beach Circle, left Regent Street, continue Main Road, continue Somerset Road, continue Riebeek Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station	29.95	Not Available	Not Available	27.8%	9m
	Civic Centre-Sea Point- Hangberg-	Return: Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, right Riebeek Street, continue Somerset Road,	29.51	Not Available	Not Available	30.5%	9m

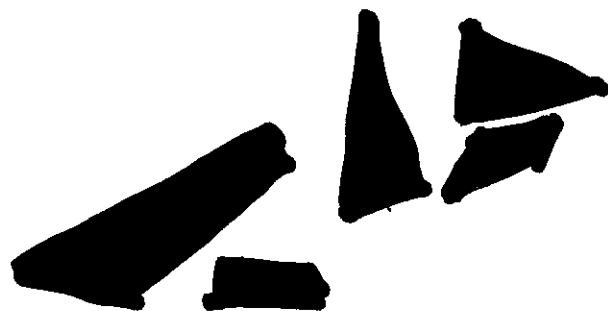
MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	Operator / City approved Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle Type
	Hout Bay	continue Main Road, continue Regent Street, right Solomons Road, left Beach Road, Queens Beach Station, left Queens Road via Queens Beach Circle, right Victoria Road, continue Victoria Road to Hout Bay, continue Victoria Avenue, right Harbour Road, right Atlantic Skipper Road, right Karbonkel Road, right Bayview Road, right Marlin Crescent to Hangberg terminus, left Karbonkel Road, continue Atlantic Skipper Road, left Harbour Road, right Princess Street, right Main Road, right The Promenade to Hout Bay terminus					
109	Hout Bay-Imizamo Yethu-Sea Point-Civic Centre	Forward: Hout Bay terminus, left The Promenade, left Main Road, continue to Imizamo Yethu, right Hector Petersen Ave, right to Hector Petersen terminus, left Hector Petersen Ave, left Main Road, right Victoria Road towards Camps Bay, continue towards Sea Point, left Queens Road, right Regent Street, left Solomons Road, left Beach Road, Queens Beach Station, left Queens Road via Queens Beach Circle, left Regent Street, continue Main Road, continue Somerset Road, continue Riebeeck Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station	26.14	Not Available	Not Available	28.6%	9m
	Civic Centre-Sea Point-Imizamo Yethu-Hout Bay	Return: Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, right Riebeeck Street, continue Somerset Road, continue Main Road, continue Regent Street, right Solomons Road, left Beach Road, Queens Beach Station, left Queens Road via Queens Beach Circle, right Victoria Road, continue Victoria Road to Hout Bay, continue Victoria Road to Imizamo Yethu, left Main Road, right Hector Petersen Ave, right to Hector Petersen terminus, left Hector Petersen Ave, left Main Road, continue along Main Road through two circles, right The Promenade, right to Hout Bay terminus	25.66	Not Available	Not Available	29.5%	9m
110	Bo Kaap-CBD-Lower District Six-University Estate	Wale Street at Long Street, continue Yusuf Drive, left Voetboog Road, continue Upper Bloem Street, left Sachs Street, left Upper Pepper Street, right Pentz Road, right Wale Street, left Loop Street, right Strand Street, right Adderley Street, left Darling Street, continue Keizersgracht, left Chapel Street, right Searle Street, left Keizersgracht, right Hill Street, left Cambridge Street, continue Upper Cambridge Street, continue Rhodes Avenue, left Lorraine Avenue, left Ritchie Street.	8.76	Not Available	Not Available	13.7%	6m
	University Estate-Lower District Six-CBD-Bo Kaap	Ritchie Street, left Upper Roodebloem Road, right Rhodes Avenue, continue Upper Cambridge Street, continue Cambridge Street, left Hill Street, left Keizersgracht, right Searle Street, left Chapel Street, right Keizersgracht, continue Darling Street, right Adderley Street, left Strand Street, left Long Street, to Wale Street	5.30	Not Available	Not Available	0%	6m
111	Tamboerskloof-Kloof Street	Kloof Street, left Park Street, left New Church Street, continue Kloof Nek Road, right St Michael's Road, right Camden Street, left Warren Street, right Albert Road, right Woodside Road, left Brownlow Road, right Millner Road, right Tamboerskloof Road, left Burnside Road,	3.25	Not Available	Not Available	3%	6m



MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	Operator / City Fare / Route Length	Control Centre Surveyed Route Length	Activity	Vehicle Type
		continue Kloof Nek Road, left Kloof Street					
112	Gardens - Upper Vredehoek - Highlands Estate - Gardens	Virginia Avenue (opposite Gardens Station), continue Virginia Avenue, left Vredehoek Avenue, left Chelsea Avenue, continue Clovelly Avenue, continue Crassula Avenue, left Windburg Avenue, right Barnham Avenue, continue Noordelik Avenue, left Derry Street, right Chelmsford Road, left Clifford Ave, right Deer Park Drive West, left Upper Buitenkant Street, right Vredehoek Ave, left Upper Maynard Street, right Virginia Ave.	4.68	Not Available	Not Available	12.8%	6m
113	Fresnaye - Green Point via Ocean View Drive	Avenue Fresnaye, right Avenue De Longueville, right Avenue Dlsandt left Ocean View Drive, left Glengariff Road, continue Three Anchor Bay Road, left Beach Road, continue Beach Road, left St John's Road, left Ocean View Drive, left Ben Nevis Road, right High Level Road, Skye Way stop.	6.86	Not Available	Not Available	13.1%	6m
	Green Point - Fresnaye via Ocean View Drive	Skye Way stop on High Level Road, continue High Level Road east, right Ocean View Drive, right St John's Road, right Beach Road, continue Beach Road, right Three Anchor Bay Road, continue Glengariff Road, right Ocean View Drive, continue Ocean View Drive, right Avenue Fresnaye	7.46	Not Available	Not Available	7.0%	6m
114	Upper Oranjezicht loop	Molteno Road, right Alexandra Avenue, right Upper Orange Street, left Sidmouth Avenue, right Beulah Terrace, right Bridle Road, continue Rugby Road, right Braemar Road, left Glencoe Road, right Molteno Road.	2.73	Not Available	Not Available	18.0%	6m



MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route length (km)	25 Sep 2012 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle type
Milestone 2							
T01 (Inter media te)	Wood - Table View - Civic Centre - Waterfront	Forward: Wood Station, continue Blaauwberg Road west, Tableview Station, continue Blaauwberg Road, left Marine Drive, left Miller Street, continue Randon Island Highway, continue Quthing bus lane, continue Harrow Boulevard, Civic Centre Station, continue Harrow Boulevard, left Placematch, left West Sandown Avenue, continue Western Boulevard, right Granger Bay Boulevard, right Granger Bay Road, left Breakwater Boulevard, Waterfront Station	22.60	Not Available	Not Available	0%	18m
	Waterfront - Civic Centre - Table View - Wood	Return: Waterfront Station, continue Breakwater Boulevard west, left Granger Bay Road, left Granger Bay Boulevard, left Western Boulevard, continue West Sandown Avenue, left Placematch, right Harrow Boulevard, Civic Centre Station, continue Harrow Boulevard, right, continue Blaauwberg Boulevard, continue Quthing bus lane, continue Randon Island Highway, continue Miller Street, right Marine Drive, right Blaauwberg Road, Tableview Station, continue Blaauwberg Road west, Wood Station	22.60	Not Available	Not Available	0%	18m
T03 (previ ously T04) (Inter media te)	Table View - Century City	Forward: Tableview Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, left Marine Drive, left Racecourse Road, right Omuramba Road, continue Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus	9.40	Not Available	Not Available	2.1%	12 m
	Century City - Table View	Return: Century City Public Transport Terminus, continue Century Way north, left Century Link, right Ratanga Road, continue Omuramba Road, left Racecourse Road, right Marine Drive, right Blaauwberg Road, Tableview Station	9.80	Not Available	Not Available	0%	12m
213	West Beach - Table View - Sunningdale	Forward: Blaauwberg Hospital, continue Waterville Street east, right Sunningdale Drive, right Garden Drive, left Link Road, left Parklands Main Road, continue Raats Drive, right Blaauwberg Road, Table View Station, continue Blaauwberg Road west, right Marine Circle, right Viola Road, left Watsonia Road, right Stirling Road, right Drummond Road, right Warwick Road, left Sandown Road, continue Tryall Road, right Sunningdale Drive, right Waterville Street, Blaauwberg Hospital	9.52	Not Available	Not Available	0%	9m
	Sunningdale - Table View - West Beach	Return: Blaauwberg Hospital, continue Waterville Street east, left Sunningdale Drive, left Tryall Road, continue Sandown Road, right Warwick Road, left Drummond Road, left Stirling Road, left Watsonia Road, right Viola Road, left Marine Circle, left Blaauwberg Road, Table View Station, continue Blaauwberg Road east, u-turn on busway, continue Blaauwberg Road west, right Raats Drive, left Parklands Main Road, left Link Road, right Garden Drive, left Sunningdale Drive, left Waterville Street,	9.65	Not Available	Not Available	0%	9m

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planned Route length (km)	25 Sep 2012 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle type
		Blaauwberg Hospital					
214	Parklands- Table View - Big Bay	Forward: Traffic circle at future Koeberg Road, continue Parklands Main Road, continue Raats Drive, right Blaauwberg Road, Table View Station, continue Blaauwberg Road, right Otto Du Plessis Drive, left Sir David Baird Drive, left to stop at Big Bay parking area, right to Sir David Baird Drive, left Sir David Baird Drive, left Otto Du Plessis Drive, right Cormorant Avenue, continue Cormorant Avenue to turn around at traffic circle	10.98	Not Available	Not Available	0%	9m
	Big Bay - Table View - Parklands	Return: Traffic circle at intersection of Cormorant Avenue and Otto Du Plessis Drive, continue Cormorant Avenue, left Otto Du Plessis Drive, right Sir David Baird Drive, right to stop at Big Bay parking area, right to Sir David Baird Drive, right Sir David Baird Drive, right Otto Du Plessis Drive, left Blaauwberg Road, Table View Station, continue Blaauwberg Road east, u-turn on busway, continue Blaauwberg Road west, right Raats Drive, left Parklands Main Road to traffic circle at future Koeberg Road	11.82	Not Available	Not Available	0%	9m
215	Sunningdale - Gie Road - Wood	Forward: Blaauwberg Hospital, right Sunningdale Drive, left Sandown Road, left Wood Drive, u-turn at circle, Parklands Secondary, continue Wood Drive, left Sandown Road, right Gie Road, left Cross Road, left Circle Road, right Merlot Avenue, left Wood Drive, left Blaauwberg Road, Wood Station	8.03	Not Available	Not Available	0%	9m
	Wood - Gie Road - Sunningdale	Return: Wood Station, continue Blaauwberg Road west, right Wood Drive, right Merlot Avenue, left Circle Road, right Cross Road, left Gie Road, left Sandown Road, right Wood Drive, u-turn at circle, Parklands Secondary, continue Wood Drive, right Sandown Road, right Sunningdale Drive, left Waterville Street, Blaauwberg Hospital	7.70	Not Available	Not Available	0%	9m
216	Sunningdale - Wood Drive - Table View	Forward: Blaauwberg Hospital, right Sunningdale Drive, left Humewood Drive, left Ringwood Drive, right Wood Drive, left Blaauwberg Road, Wood Station	5.55	Not Available	Not Available	0%	9m
	Table View - Wood Drive - Sunningdale	Return: Wood Station, continue Blaauwberg Road west, right Wood Drive, left Ringwood Drive, right Humewood Drive, right Sunningdale Drive, left Waterville Street, Blaauwberg Hospital	5.17	Not Available	Not Available	0%	9m
217	Parklands- Table View - Big Bay - Melkbosch Village	Forward: Traffic circle at future Koeberg Road, continue Parklands Main Road, continue Raats Drive, right Blaauwberg Road, Table View Station, continue Blaauwberg Road, right Otto Du Plessis Drive, left Sir David Baird Drive, left to stop at Big Bay parking area, right to Sir David Baird Drive, left Sir David Baird Drive, left Otto Du Plessis Drive, continue Otto Du Plessis Drive, Melkbosstrand Station, continue Otto Du Plessis Drive, continue Melkbosstrand Road, left	17.81	Not Available	Not Available	0%	

MyCiti Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	2012 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle type
		into Melkbosch Village to circle					
	Melkbosch Village - Big Bay - Table View - Parklands	Return: Circle at Melkbosch Village, right Melkbosstrand Road, continue Otto Du Plessis Drive, Melbosstrand Station, continue Otto Du Plessis Drive to Big Bay, right Sir David Baird Drive, right to stop at Big Bay parking area, right to Sir David Baird Drive, right Sir David Baird Drive, right Otto Du Plessis Drive, left Blaauwberg Road, Table View Station, continue Blaauwberg Road east, u-turn on busway, continue Blaauwberg Road west, right Raats Drive, left Parklands Main Road to traffic circle at future Koeberg Road	18.41	Not Available	Not Available	0%	
250	Du Noon - Century City	Forward: Usasaza Station, continue Potsdam Road, continue Koeberg Road, left Racecourse Road, right Omuramba Road, continue Ratanga Road, left Century Boulevard, left Century Way, Century City Public Transport Interchange	10:35	12:70	Not Available	0%	9m
	Century City - Dunoon	Return: Century City Public Transport Interchange, continue Century Way north, left Century Link, right Ratanga Road, continue Omuramba Road, left Racecourse Road, right Koeberg Road, continue Potsdam Road, Usasaza Station	10:45	12:70	Not Available	0%	9m
251	Montague Gardens - Century City	Forward: Omuramba Station, continue Racecourse Road east, left Omuramba Road, right Koeberg Road, right Montague Drive, continue Century Avenue, left Century Boulevard, right Century Way, Century City Public Transport Interchange, continue Century Way north, left Century Link, left Ratanga Road, left Sable Road, Century City Rail Station	11:32	10:60	Not Available	0%	9m
	Century City - Montague Gardens	Return: Century City Rail Station, continue Sable Road, right Ratanga Road, right Century Link, right Century Way, Century City Public Transport Interchange, continue Century Way south, left Century Boulevard, right Century Avenue, continue Montague Drive, left Koeberg Road, left Omuramba Road, right Racecourse Road, Omuramba Station	10:53	10:60	Not Available	0%	9m
252	Doornbach - Dunoon	Usasaza Street at The Stables depot, continue Usasaza Street over Potsdam Road, left Siyabonga Street, left Dumanl Street, right Ngena Street, right Kwezi Street, left Ingwe Street, right Mnandi Street, left Dumanl Street to Dunoon Public Transport Interchange near Potsdam Road to Potsdam Road	3.17	Not Available	Not Available	0%	6m
	Dunoon - Doornbach	Dunoon Public Transport Interchange near Potsdam Road, Dumanl Road, right Mnandi Street, left Ingwe Street, right Kwezi Street, left Ngena Street, left Dumanl Street right Siyabonga Road right Usasaza Street to Potsdam Road, continue Usasaza Street to turnaround at The Stables depot	3.17	Not Available	Not Available	0%	6m

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route length (km)	25-Sep-2017 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle type
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Milestone 3

T02 (previously T03)	Atlantis - Table View - Civic Centre	Forward: Atlantis Station, continue Reygersdal Drive west, left Dassenbeg Road, left West Coast Road, right Melkbosstrand Road, continue Ottu Du Plessis Drive, Melkbosstrand Station, left Birkenhead Drive, right West Coast Road, left Blaauwberg Road, Tableview Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, left Marine Drive, left Milner Street, continue Paarden Eiland busway, continue Culemborg bus lane, continue Hertzog Boulevard, Civic Centre Station.	50.35	52.20		0%	12m
	Civic Centre - Table View - Atlantis	Return: Civic Centre Station, continue Hertzog Boulevard, u-turn, continue Hertzog Boulevard, continue Culemborg bus lane, continue Paarden Eiland busway, continue Milner Street, right Marine Drive, right Blaauwberg Road, Tableview Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, right West Coast Road, left Birkenhead Drive, right Otto Du Plessis Drive, Melkbosstrand Station, continue Melkbosstrand Road, left West Coast Road, right Dassenberg Road, right Reygersdal Drive, Atlantis Station	50.43	50.30		0%	12m
T03 (previously T04) (intermediate)	Atlantis - Table View - Century City	Forward: Atlantis Station, continue Reygersdal Drive east, right Charel Uys Drive, left Dassenbeg Road, left West Coast Road, right Melkbosstrand Road, continue Ottu Du Plessis Drive, Melkbosstrand Station, left Birkenhead Drive, right West Coast Road, left Blaauwberg Road, Tableview Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, left Marine Drive, left Racecourse Road, right Omuramba Road, continue Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus	42.60	45.50		0.5%	12m
	Century City - Table View - Atlantis	Return: Century City Public Transport Terminus, continue Century Way north, left Century Link, right Ratanga Road, continue Omuramba Road, left Racecourse Road, right Marine Drive, right Blaauwberg Road, Tableview Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, right West Coast Road, left Birkenhead Drive, right Otto Du Plessis Drive, Melkbosstrand Station, continue Melkbosstrand Road, left West Coast Road, right Dassenberg Road, right Charel Uys Drive, left Reygersdal Drive, Atlantis Station	42.77	45.50		0%	12m
230	Duynefontein-Melkbosstrand	Melkbosplaas turnaround, continue Waratah Way west, continue Birkenhead Drive, left to turn around on Brittlestar Drive, continue to Birkenhead Drive, left Birkenhead Drive, right Otto Du Plessis Drive, Melkbosstrand Station, continue Otto Du Plessis Drive north, left Otto Du Plessis Drive, left Charles Hoffe Avenue, right Dunker Street, right Otto Du Plessis Drive, left Atlantic Avenue, right Samuel Crescent, left Napoleon Avenue, right Narcissus	17.02	10.6 Was described as forward and return instead of circular	Not Available	0%	9m

MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planning Route Length (km)	25 Sep 2012 Route Length	Current Centre Surveyed Route Length	% Hilly	Vehicle Type
		Avenue, continue Otto Du Plessis Drive, right Dunker Street, left Charles Hoffe Avenue, right Otto Du Plessis Drive, right Otto Du Plessis Drive, Melkbosstrand Station, continue Otto Du Plessis Drive, left Birkenhead Drive, right to turn around on Brittlestar Drive, continue to Birkenhead Drive, right Birkenhead Drive, continue Waratah Way, Melkbosplaas turnaround					
231	Atlantis Industria East - Atlantis	Forward : Louwtjie Rothman terminus, continue Louwtjie Rothman east, left Neil Hare Road, right Charel Uys Drive, left Reygersdal Drive, Atlantis Station	5.52	Route has changed since	Not Available	0%	9m
	Atlantis - Atlantis Industria East	Return : Atlantis Station, continue Reygersdal Drive south, right Charel Uys Drive, left Neil Hare Road, right Louwtjie Rothman to Louwtjie Rothman terminus	5.53	Route has changed since	Not Available	0%	9m
232	Atlantis Industria West - Protea Park - Avondale - Atlantis	Forward: Charl Matthews stop, continue John van Niekerk Street north, left Charel Uys Drive, right Neil Hare Road, left Tom Henshilwood Street, right Christopher Starke Street, left Charles Uys Drive, right Kerria Avenue, left Gardenia Street, continue Grosvenor Avenue, right Palmer Avenue, left Meermin Road, left Reygersdal Drive, Atlantis Station	8.33	Route has changed since	Not Available	0%	9m
	Atlantis - Avondale - Protea Park - Atlantis Industria West	Return: Atlantis Station, continue Reygersdal Drive south, right Meermin Road, right Palmer Avenue, left Grosvenor Avenue, continue Gardenia Street, right Kerria Avenue, left Charel Uys Drive, right Christopher Starke Street, left Tom Henshilwood Street, right Neil Hare Road, left Charel Uys Drive, right Johan van Niekerk Street to Charles Matthews stop, left Charles Mathews Street, left Juan Hampshire Place (turn-around), right Charles Mathews, right Johan van Niekerk Street.	8.74	Route has changed since	Not Available	0%	9m
233	Atlantis-Saxonsea	Atlantis Station, continue Reygersdal Drive west, right Grosvenor Avenue, left Hermes Avenue, right Kent Crescent, left Hermes Avenue, right Grosvenor Avenue, left Reygersdal Drive, Atlantis Station	5.98	6.00	Not Available	0%	9m
234	Atlantis - Mamre	Atlantis Station, continue Reygersdal Drive west, right Arion Drive, left Charel Uys Drive, continue Dassenberg Road, left Silverstream Road, right Poiet Street, continue Lord Somerset Street, left Main Road, left Enon Street, left Crown Lane, left Palm Lane, left Paradise Lane, continue Seemeeu Street, right Sand Street, right Goedverwacht Street, right Main Road, right Lord Somerset Street, continue Poiet Street, left Silverstream Road, right Dassenberg Road, continue Charel Uys Drive, right Arion Drive, left Reygersdal Drive, Atlantis Station	16.39	17.2 Was described as forward and return instead of circular	Not Available	0%	9m
235	Pella - Atlantis	Forward: Pella Terminus, right Pella Road, left Charel Uys Drive, right Arion Drive, left Reygersdal Drive, Atlantis Station	6.85	7.10	Not Available	0%	9m
	Atlantis - Pella	Return: Atlantis Station, continue Reygersdal Drive west, right Arion Drive, left Charel Uys Drive, right Pella Road, left Pella Road, Pella Terminus	6.88	7.10	Not Available	0%	9m



MyCiTi Phase 1: Route Descriptions

Route Code	Route Name	Route Description	Planned Route Length (km)	25-Sep-2012 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle Type
236	Atlantis - Sherwood	Atlantis Station, continue Reygersdal Drive west, right Grosvenor Avenue, right Anna Avenue, left Brutus Avenue, continue Sherwood Road, continue Knysna Road, left Newlands Road, right Sherwood Road, continue Brutus Avenue, right Anna Avenue, left Grosvenor Avenue, left Reygersdal Drive, Atlantis Station	5.42	5.60	Not Available	0%	9m
237	Atlantis-Robinvale	Atlantis Station, continue Reygersdal Drive south, left Meermin Road, continue Wesfleur Circle, right Sampson Road, right Curlew Street, left Starling Road, left Fiskaal Street, right Curlew Street, left Sampson Road, left Wesfleur Circle, continue Meermin Road, right Reygersdal Drive, Atlantis Station	4.80	4.60	Not Available	0%	9m
238	Atlantis-Witsands	Atlantis Station, continue Reygersdal Drive south, right Bloembosch Road, right un-named road, right un-named road, left Reygersdal Drive, Atlantis Station	8.65	8.60	Not Available	0%	9m
239	Atlantis - Duynfontein - Melkbos	Forward: Atlantis Station, continue Reygersdal Drive east, right Charel Uys Drive, left Dassenbeg Road, left West Coast Road, right Access Road to Duynfontein, right Napoleon Avenue, continue Atlantic Avenue, right Otto Du Plessis Drive, left Dunker Street, left Charles Hoffe Avenue, right Otto Du Plessis Drive, Melkbosstrand Station, continue Otto Du Plessis Drive, left Birkenhead Drive, right to turn around on Brittlestar Drive, continue to Birkenhead Drive, right Birkenhead Drive, continue Waratah Way, Melkbosplaas turnaround	28.14	Not Available	Not Available	0%	9m
	Melkbos - Duynfontein - Atlantis	Return: Melkbosplaas turnaround, continue Waratah Way west, continue Birkenhead Drive, left to turn around on Brittlestar Drive, continue to Birkenhead Drive, left Birkenhead Drive, right Otto Du Plessis Drive, Melkbostrand Station, continue Otto Du Plessis Drive, left Charles Hoffe Avenue, right Dunker Street, right Otto Du Plessis Drive, left Atlantic Avenue, continue Napoleon Avenue, left Access Road to Duynfontein, left West Coast Road, right Dassenberg Road, right Charel Uys Drive, left Reygersdal Drive, Atlantis Station	28.16	Not Available	Not Available	0%	9m
240	Atlantis-Beacon Hill	Wesfleur Circle at Shell garage, continue Wesfleur Circle north, continue Anna Avenue, right Grosvenor Avenue, left Hoop Crescent, right Fernande Street, left Hoop Crescent, left Goede Hoop Street, right, Hoogergeest Street, left Hoop Crescent, right Valleyfield Road, left Sacramento Circle, left Royal George Road, left Grosvenor Avenue, right Anna Avenue, continue Wesfleur Circle to Shell garage.	4.32	Not Available	Not Available	0%	6m

MyCiTi Phase 1B: Route Descriptions

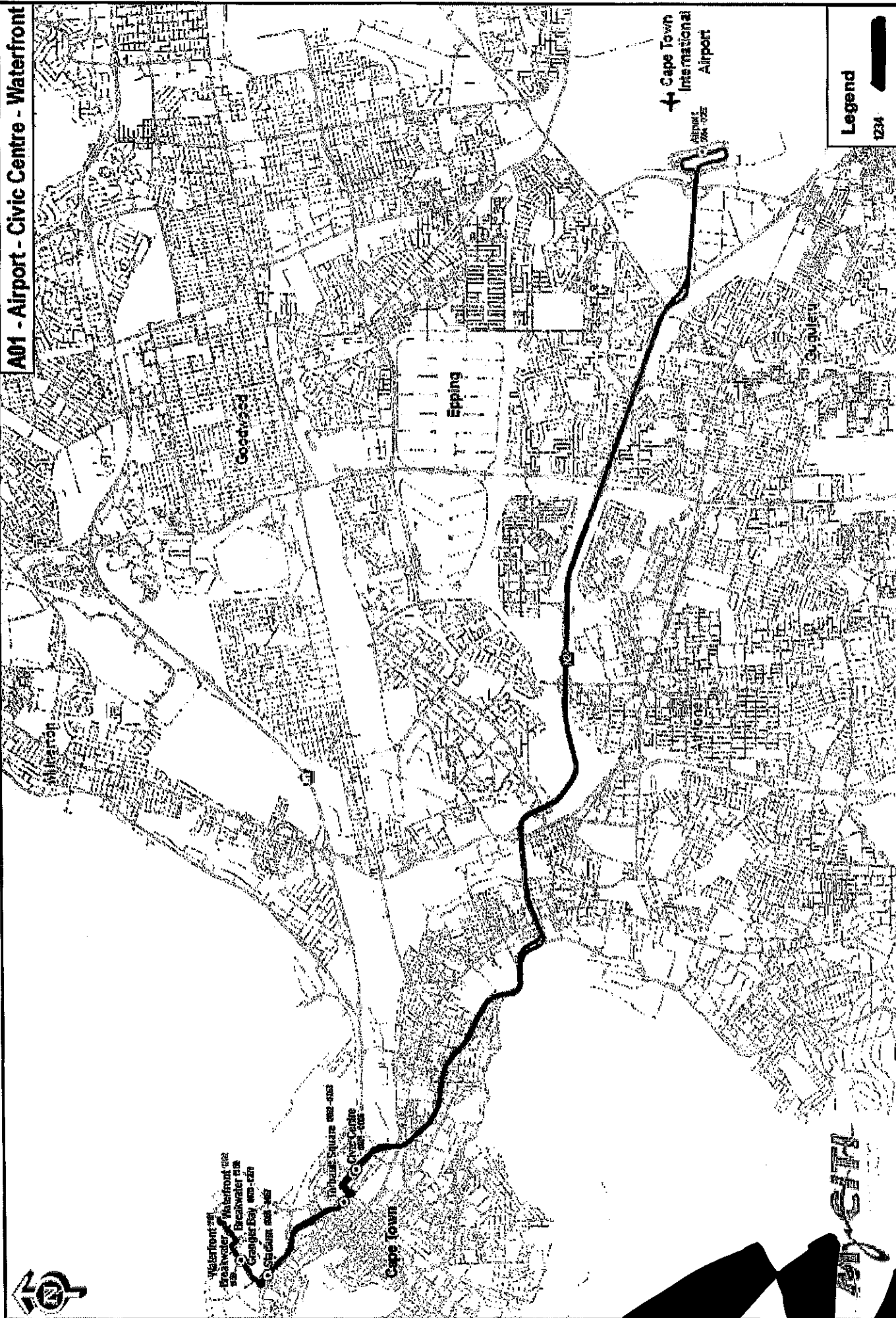
Route Code	Route Name	Route Description	Planning Route length (km)	25 Sep 2012 Route length	Control Centre Surveyed Route length	% Hilly	Vehicle type
Phase 1B							
T04 (previously T05)	Du Noon - Century City	Forward: Usasaza Station, continue Potsdam Road, continue Koeberg Road, left Racecourse Road, right Omuramba Road, continue Ratanga Road, left Century Boulevard, left Century Way, Century City Public Transport Interchange	10.35	12.70	Not Available	4.8%	12m
	Century City - Dunoon	Return: Century City Public Transport Interchange, continue Century Way north, left Century Link, right Ratanga Road, continue Omuramba Road, left Racecourse Road, right Koeberg Road, continue Potsdam Road, Usasaza Station	10.45	12.70	Not Available	3.8%	12m
251	Montague Gardens - Century City	Forward: Omuramba Station, continue Racecourse Road east, left Omuramba Road, right Koeberg Road, right Montague Drive, continue Century Avenue, left Century Boulevard, right Century Way, Century City Public Transport Interchange, continue Century Way north, left Century Link, left Ratanga Road, left Sable Road, Century City Rail Station	11.32	10.60	Not Available	16.8%	9m
	Century City - Montague Gardens	Return: Century City Rail Station, continue Sable Road, right Ratanga Road, right Century Link, right Century Way, Century City Public Transport Interchange, continue Century Way south, left Century Boulevard, right Century Avenue, continue Montague Drive, left Koeberg Road, left Omuramba Road, right Racecourse Road, Omuramba Station	10.63	10.60	Not Available	8.5%	9m
260	Richwood - Century City	Forward: Woodlands Drive, left Richwood Avenue, left Helderberg Road, right Annandale Drive, right Buitengracht Drive, left Jonkershoek Road, right Tygerberg Road, continue De Grendel Avenue, right Vryburger Avenue, right Bosmansdam Road, left Century Avenue, left Century Gate Station, left Century Avenue, right Century Boulevard, left Ratanga Road, continue Sable Road to Century City Rail Station	12.25	Not Available	Not Available	14.7%	9m
	Century City - Richwood	Return: Century City Rail Station, continue Sable Road, Ratanga Road, right Century Boulevard, right Century Avenue, right Century Gate Station, right Century Avenue, right Bosmansdam Road, left Vryburger Avenue, left De Grendel Avenue, continue Tygerberg Road, left Jonkershoek Road, right Buitengracht Drive, left Annandale Drive, left Woodlands Drive	12.23	Not Available	Not Available	9.8%	9m
261	Salt River - Montague Gardens	Forward: Salt River Circle, continue Voortrekker Road east, left Highclaire Street, left Royal Road, right Koeberg Road, right Freedom Way, left Omuramba Road, left Racecourse Road, Omuramba Station	11.17	Not Available	Not Available	5.4%	9m
	Montague Gardens - Salt River	Return: Omuramba Station, continue Racecourse Road east, right Omuramba Road, right Freedom Way, left Koeberg Road, left Royal Road, right	10.86	Not Available	Not Available	4.6%	9m

MyCiTi Phase 1B: Route Descriptions

Route Code	Route Name	Route Description	Planned Route Length (km)	15 Sep 2012 Route Length	Control Centre Surveyed Route Length	% Hilly	Vehicle type
		Highclaire Street, right Voortrekker Road, Salt River Circle					
262	Edgemoor - Century City	Forward: Woodhead Drive, right Louis Thibault Drive, right Edgemoor Drive, left Bosmansdam Road, left Century Avenue, left Century Gate Station, left Century Avenue, right Century Boulevard, left Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus, continue Century Way south, right Century Boulevard, left Ratanga Road, left Sable Road, Century City Rail Station	9.77	Not Available	Not Available	5.1%	9m
	Century City - Edgemoor	Return: Century City Rail Station, continue Sable Road, right Ratanga Road, right Century Boulevard, left Century Way, Century City Public Transport Terminus, continue Century Way north, left Century Link, right Ratanga Road, right Century Boulevard, left Century Avenue, right Century Gate station, right Century Avenue, right Bosmansdam Road, right Letchworth Drive, left Thomas Bowler Avenue, right Woodhead Drive	9.17	Not Available	Not Available	4.4%	9m
263	Summer Greens - Century City	Forward: Shearer Green, right Lodger Road, left Summer Greens Drive, left Century Avenue, left Century Gate Station, right Century Avenue, left Bosmansdam Road, left Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus, continue Century Way south, right Century Boulevard, left Ratanga Road, left Sable Road, Century City Rail Station	7.31	Not Available	Not Available	9.6%	9m
	Century City - Summer Greens	Return: Century City Rail Station, continue Sable Road, right Ratanga Road, right Century Boulevard, left Century Way, Century City Public Transport Terminus, continue Century Way north, left Century Link, right Ratanga Road, right Bosmansdam Road, right Century Avenue, left Century Gate station, right Century Avenue, right Summer Greens Drive, Shearer Green	7.73	Not Available	Not Available	7.8%	9m

1 MILESTONE





4 Cape Town
International
Airport

A01
204-025

Legend

1234

Waterfront A03
Breakwater A04
Breakwater A05
Cape Town A06
Stadium A07

In Bank Square A08-010
Civic Centre A02
A01-015

Cape Town

myCITY

Legend

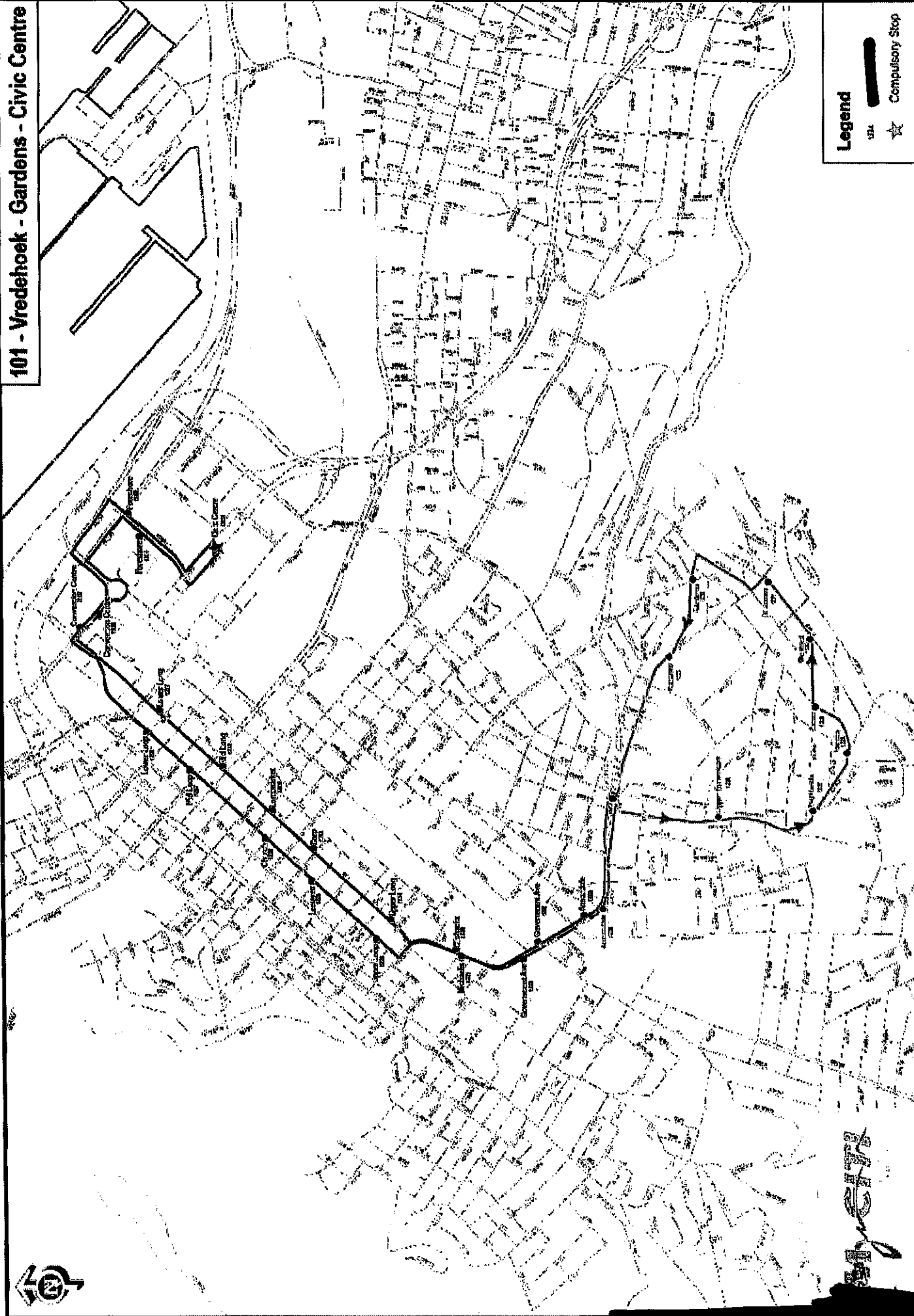
101

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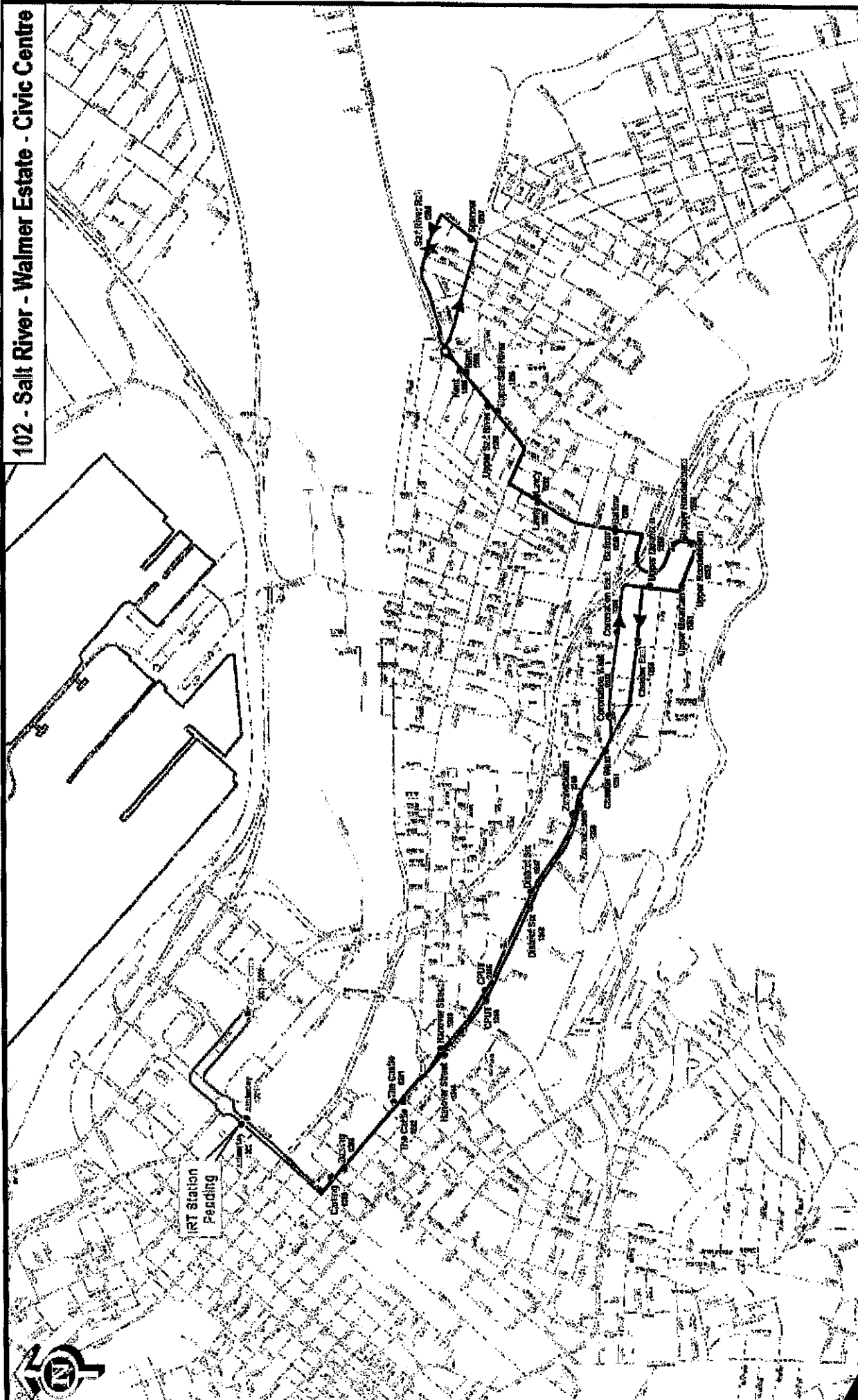
Compulsory Stop



101



102 - Salt River - Walmer Estate - Civic Centre

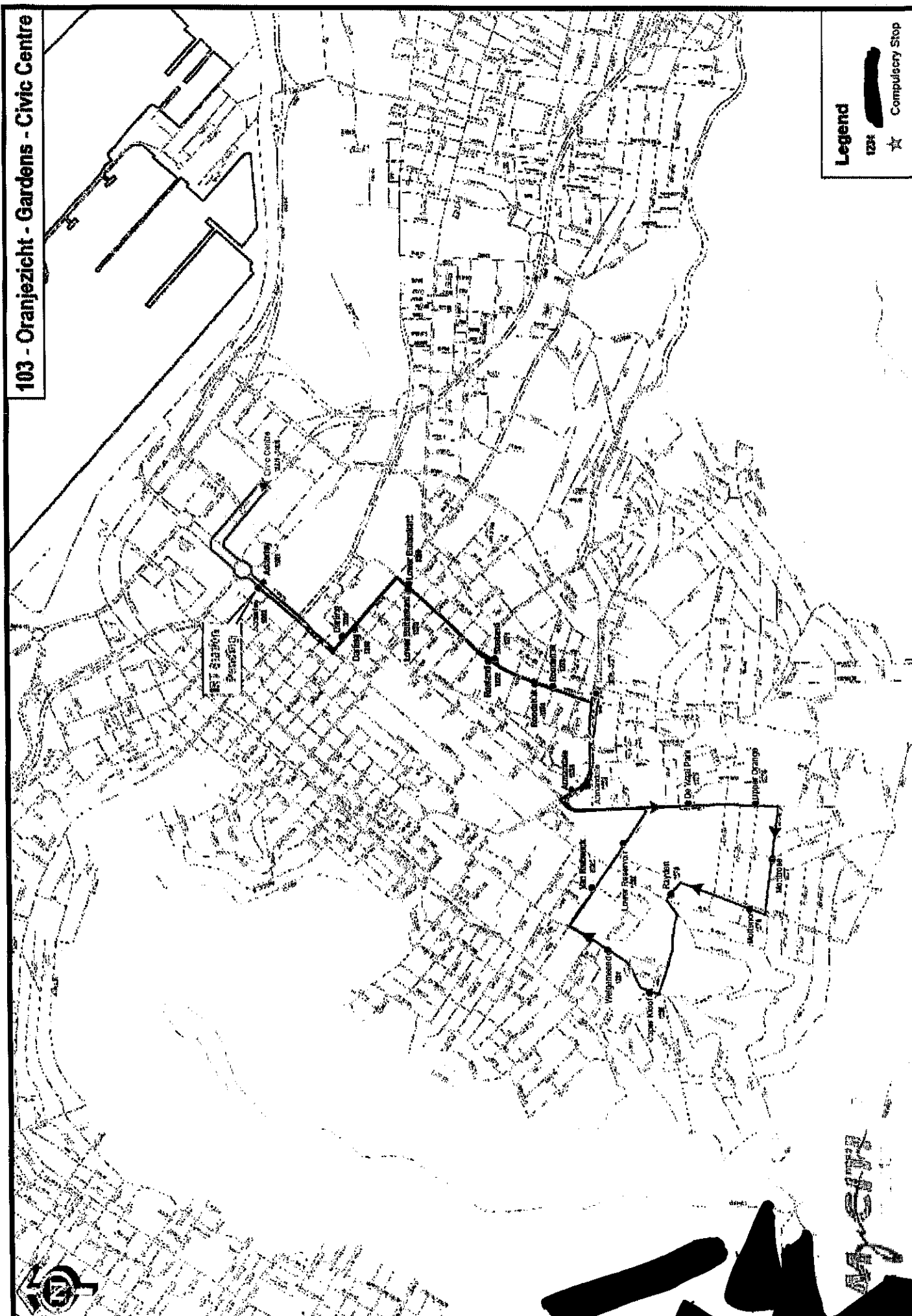


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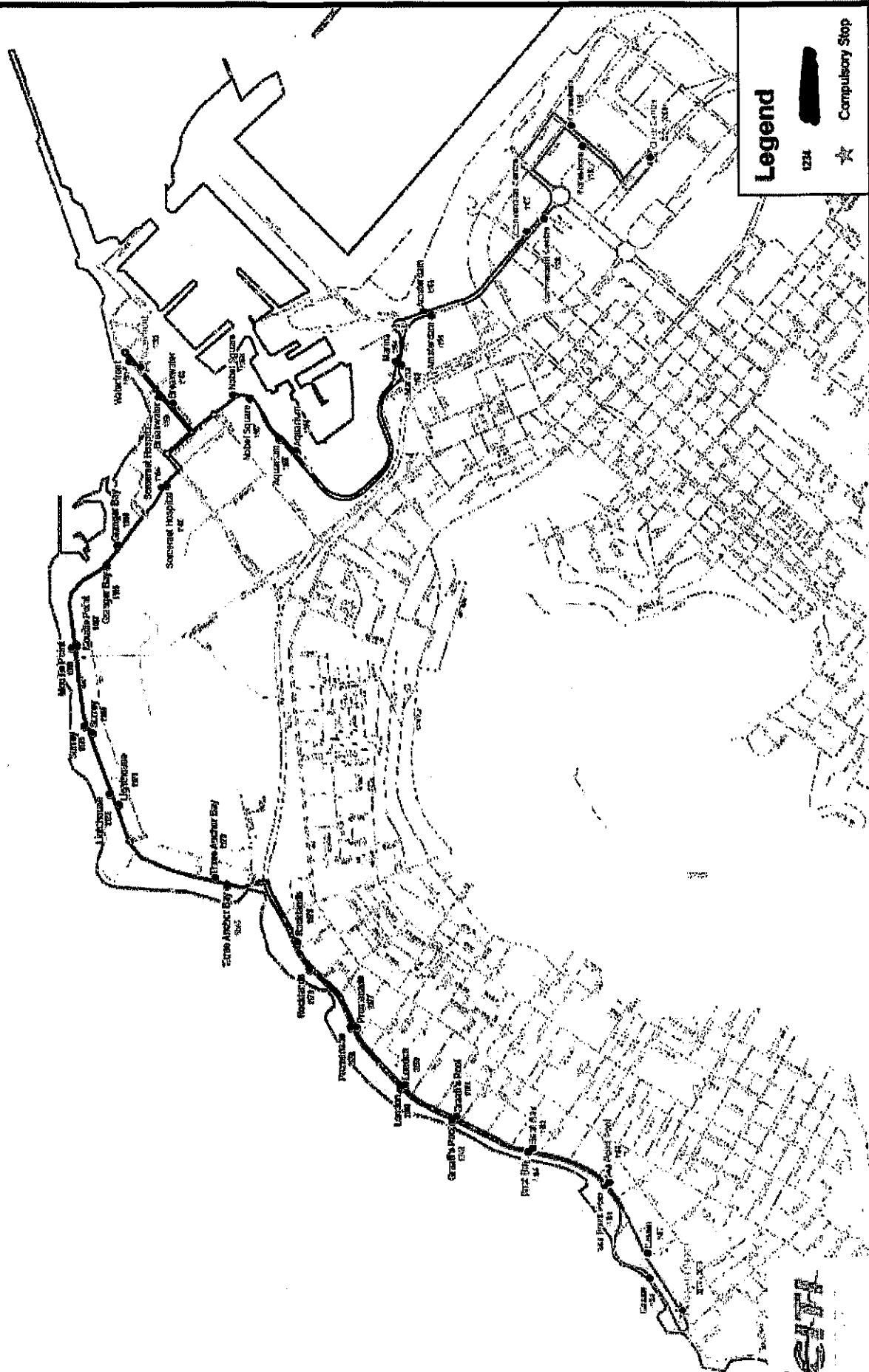
1224

★ Compulsory Stop

103 - Oranjezicht - Gardens - Civic Centre



104 - Sea Point - Waterfront - Civic Centre



Legend

1234

Compulsory Stop

104

105 - Sea Point - Fresnaye - Civic Centre

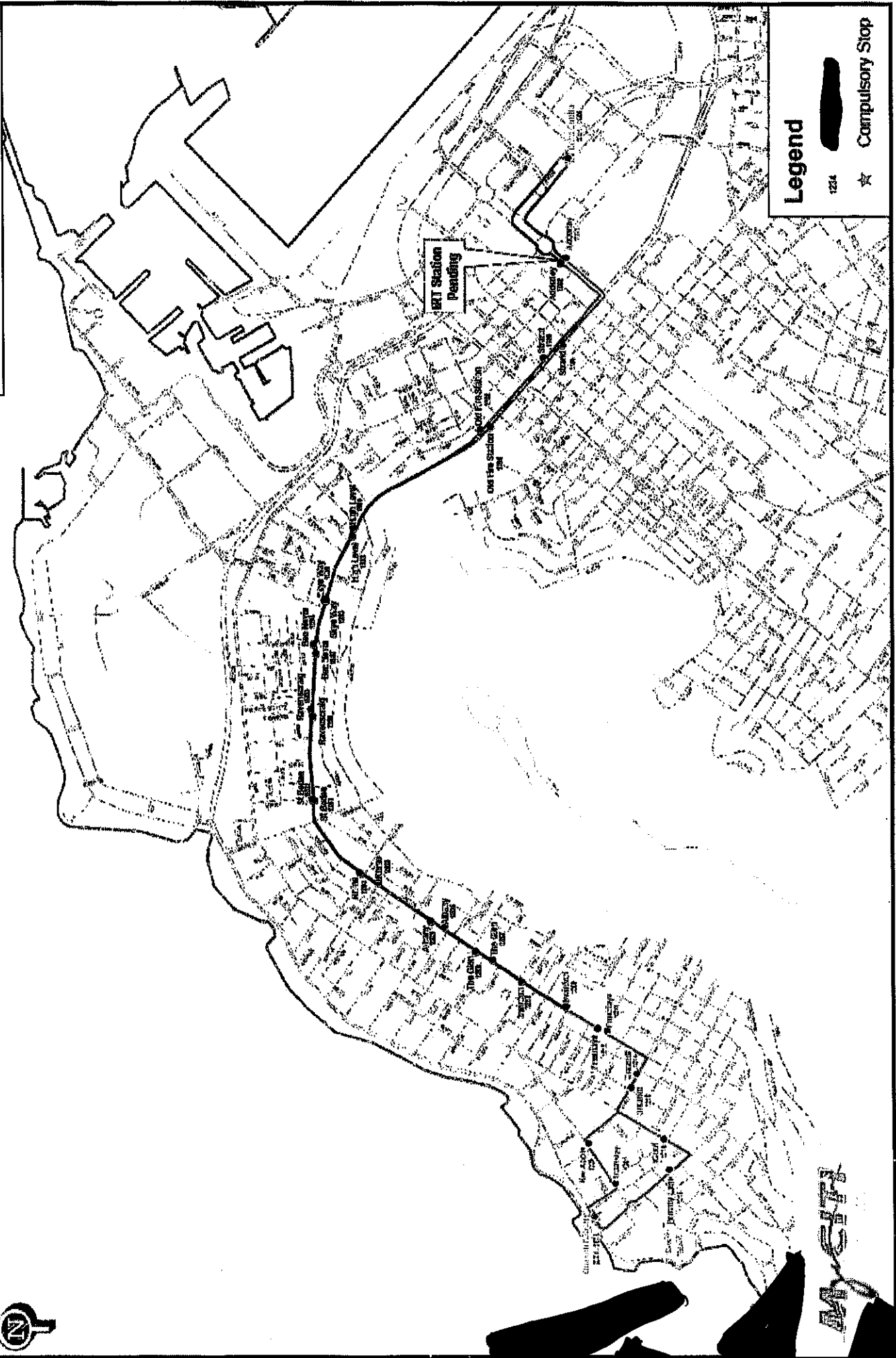


Legend

1214

★ Compulsory Stop

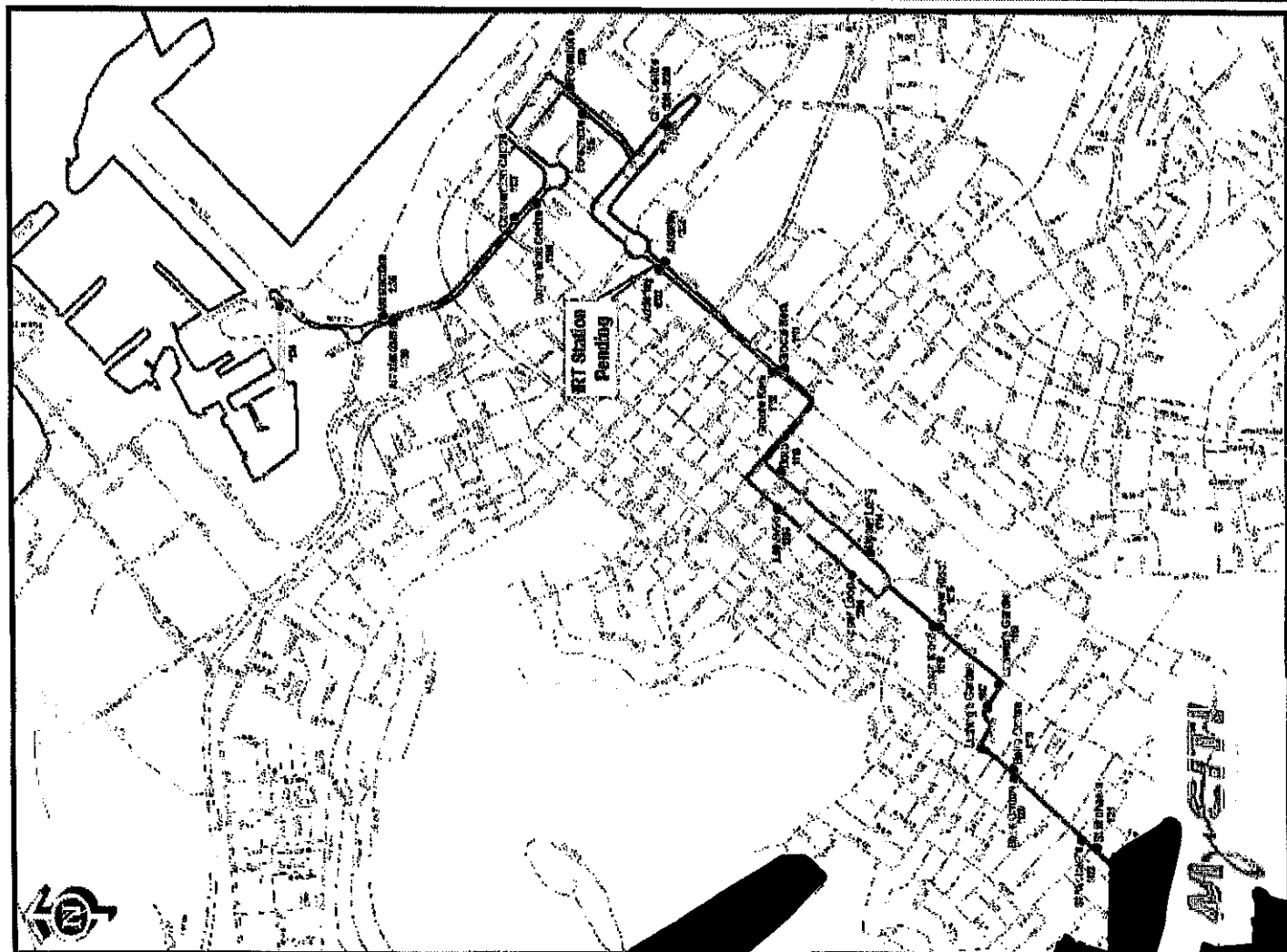
W.C.T.U.



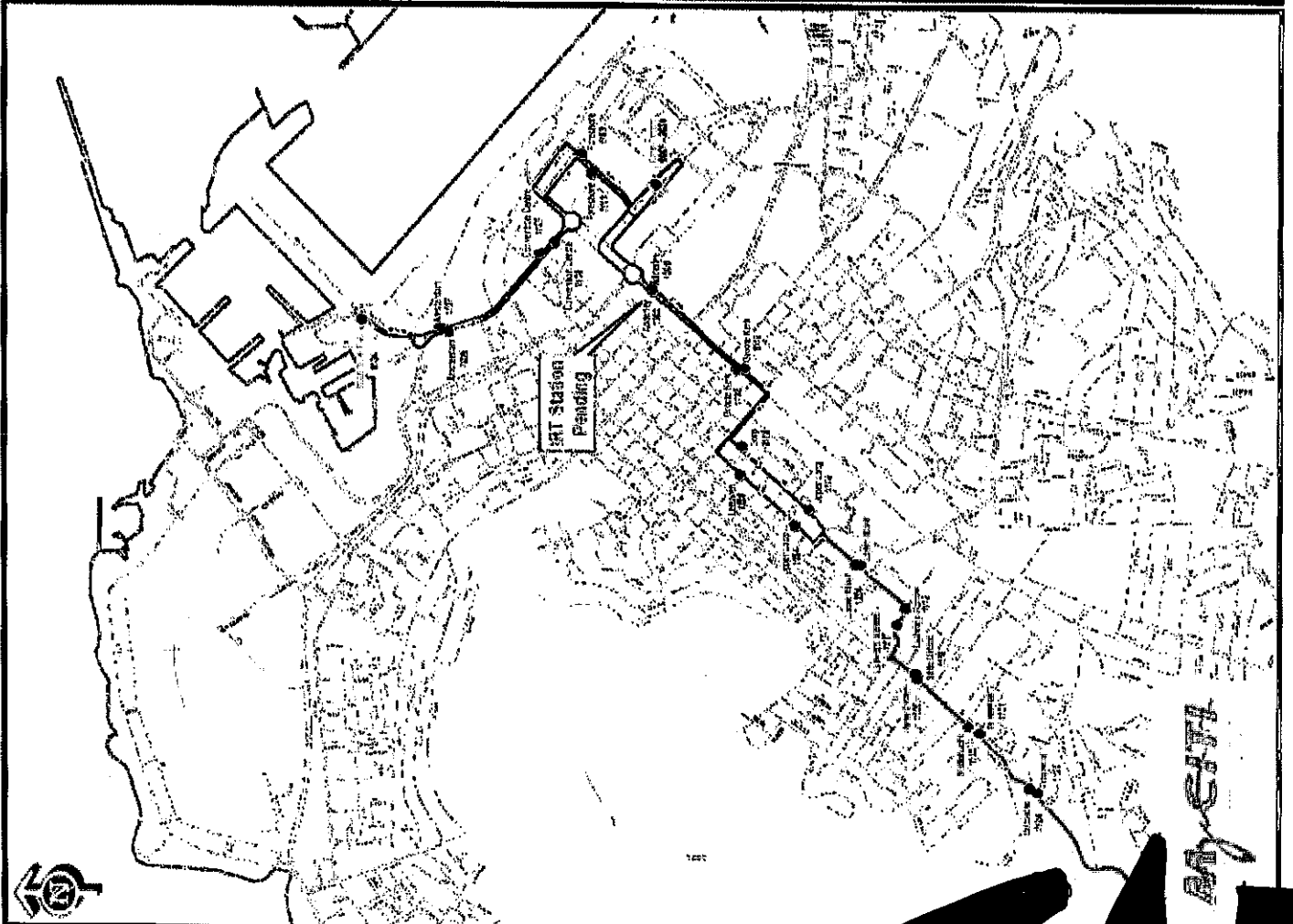
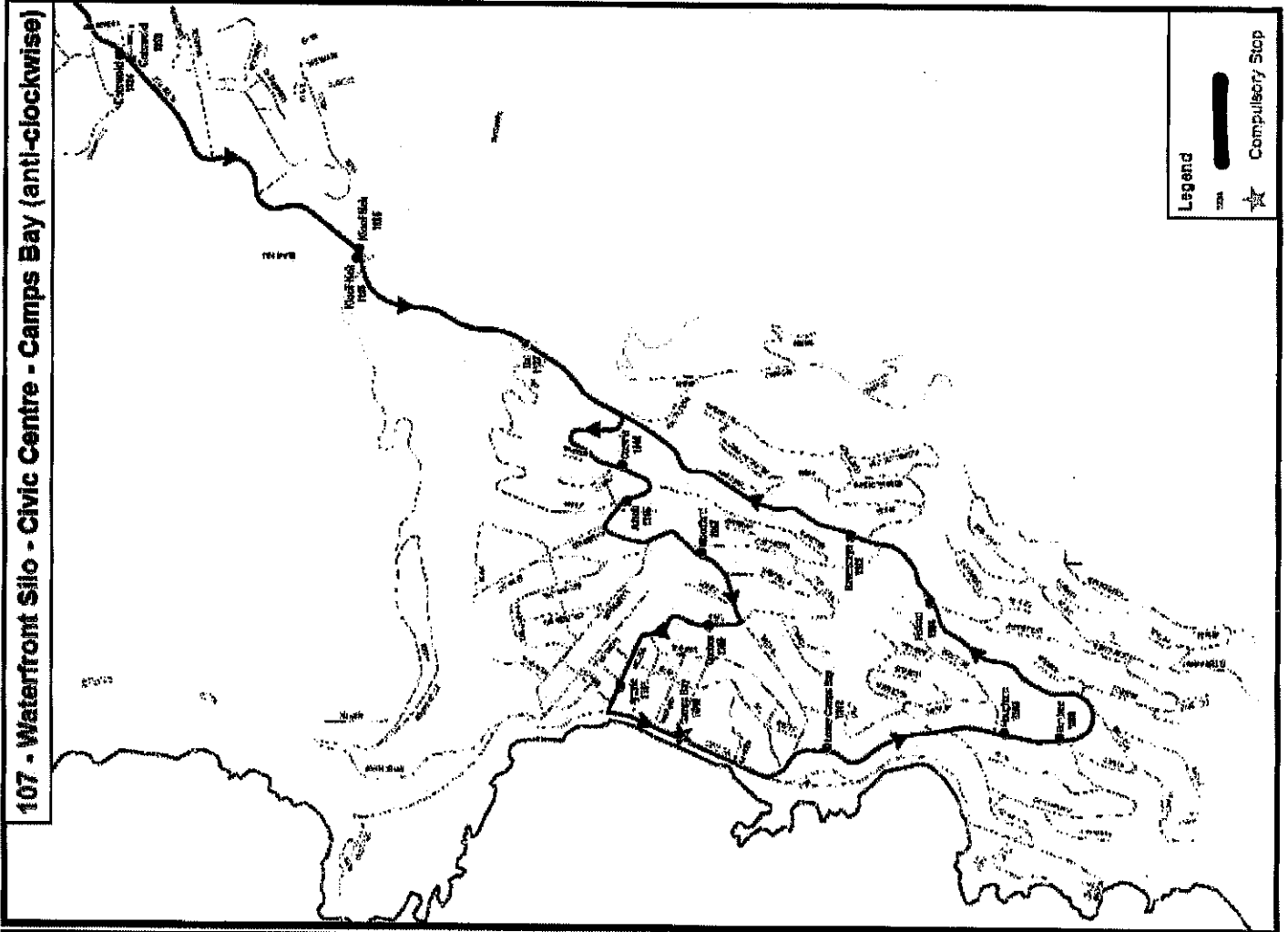
106 - Waterfront Silo - Civic Centre - Camps Bay (clockwise)

Legend

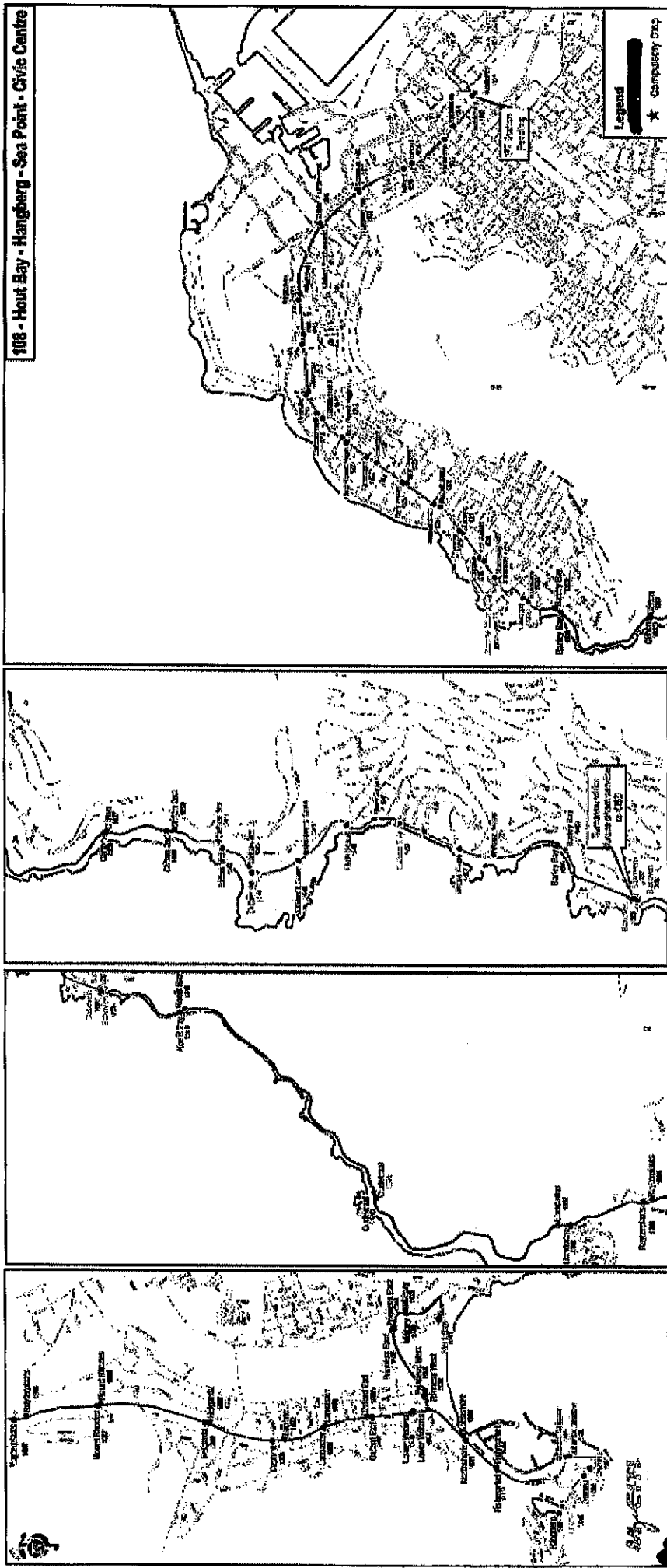
- Thick black line: Route
- Star: Compulsory Stop
- Dashed line: Road

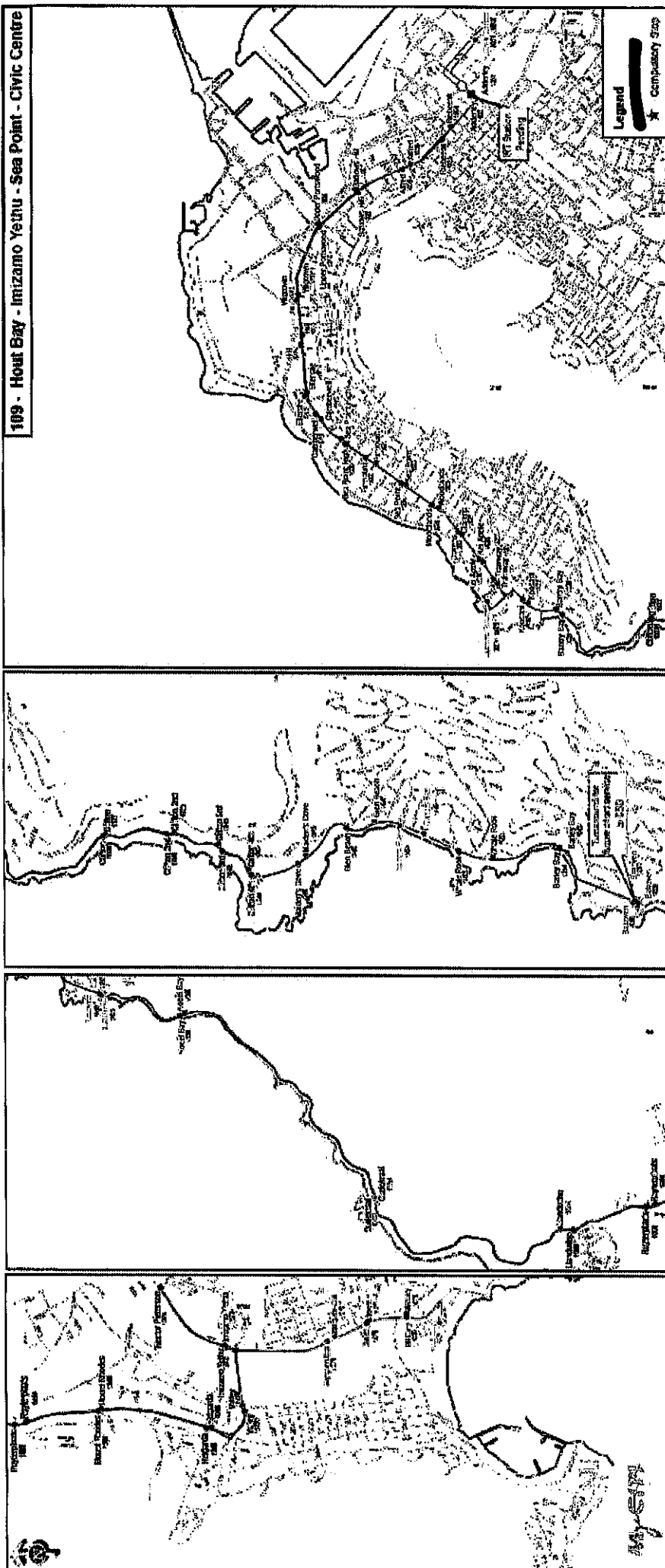


107 - Waterfront Silo - Civic Centre - Camps Bay (anti-clockwise)



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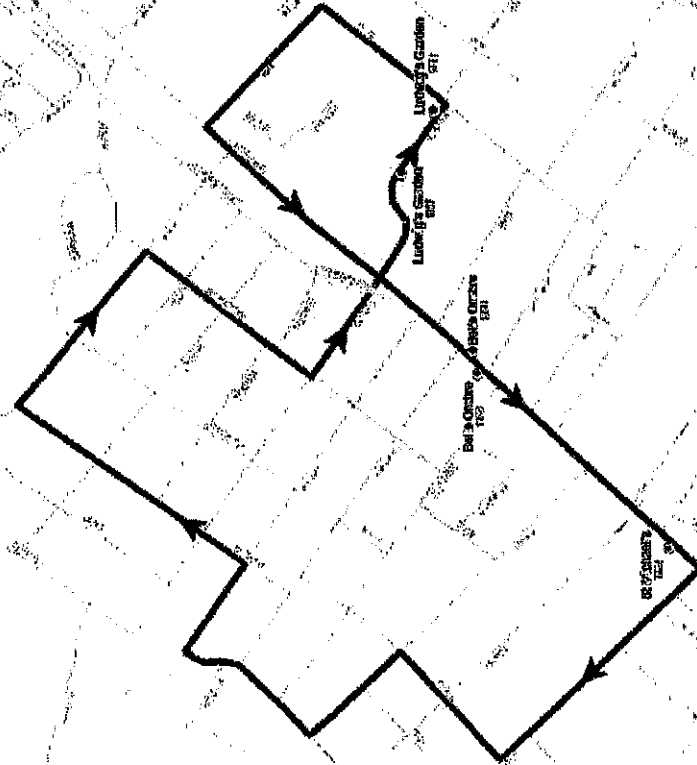
111 - Tamboerskloof - Kloof Street

Legend

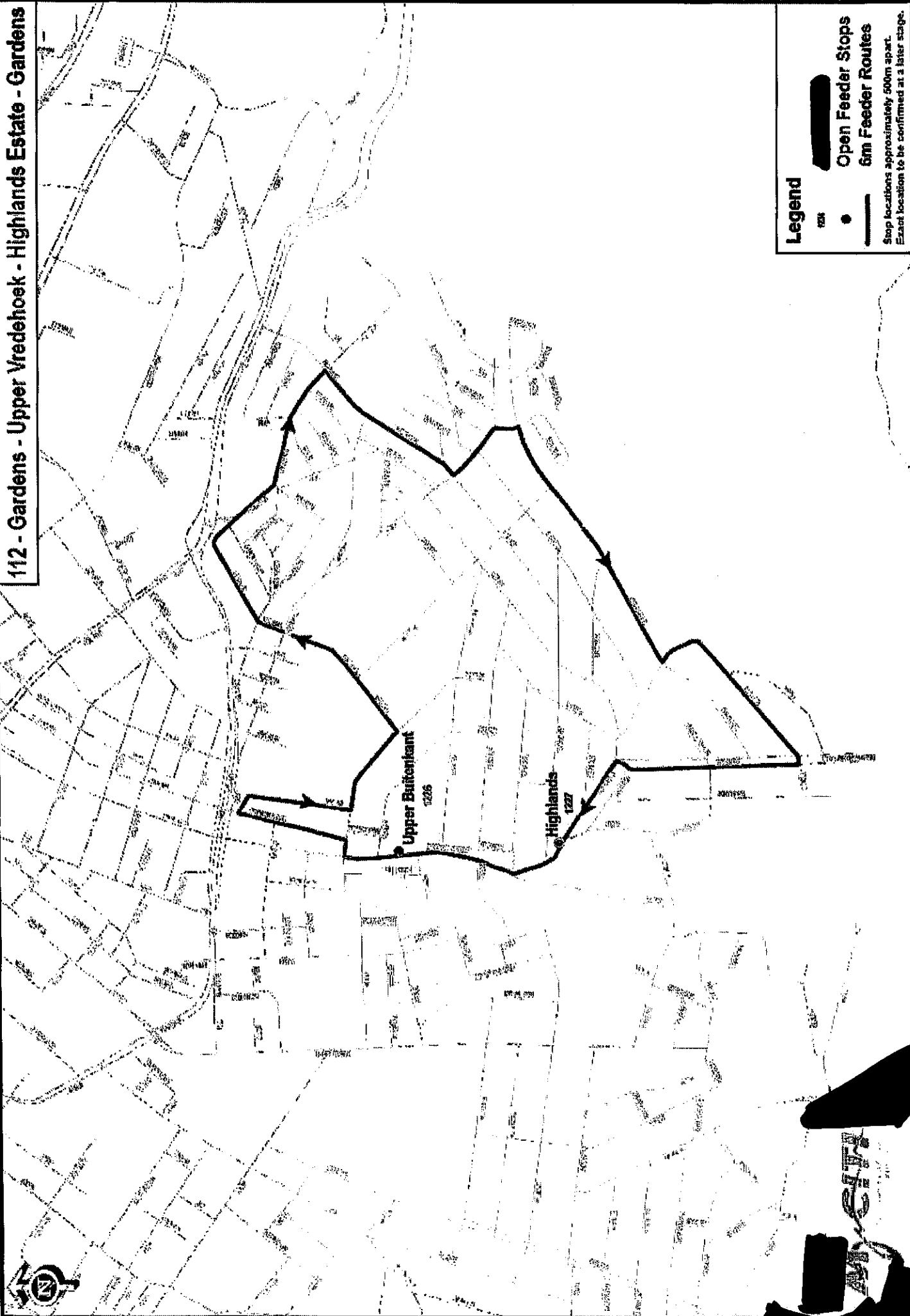
0.5m

Open Feeder Stops
5m Feeder Routes

Stop locations approximately 500m apart.
Exact location to be confirmed at a later stage.



City of Johannesburg



113 - Fresnaye - Green Point via Ocean View Drive

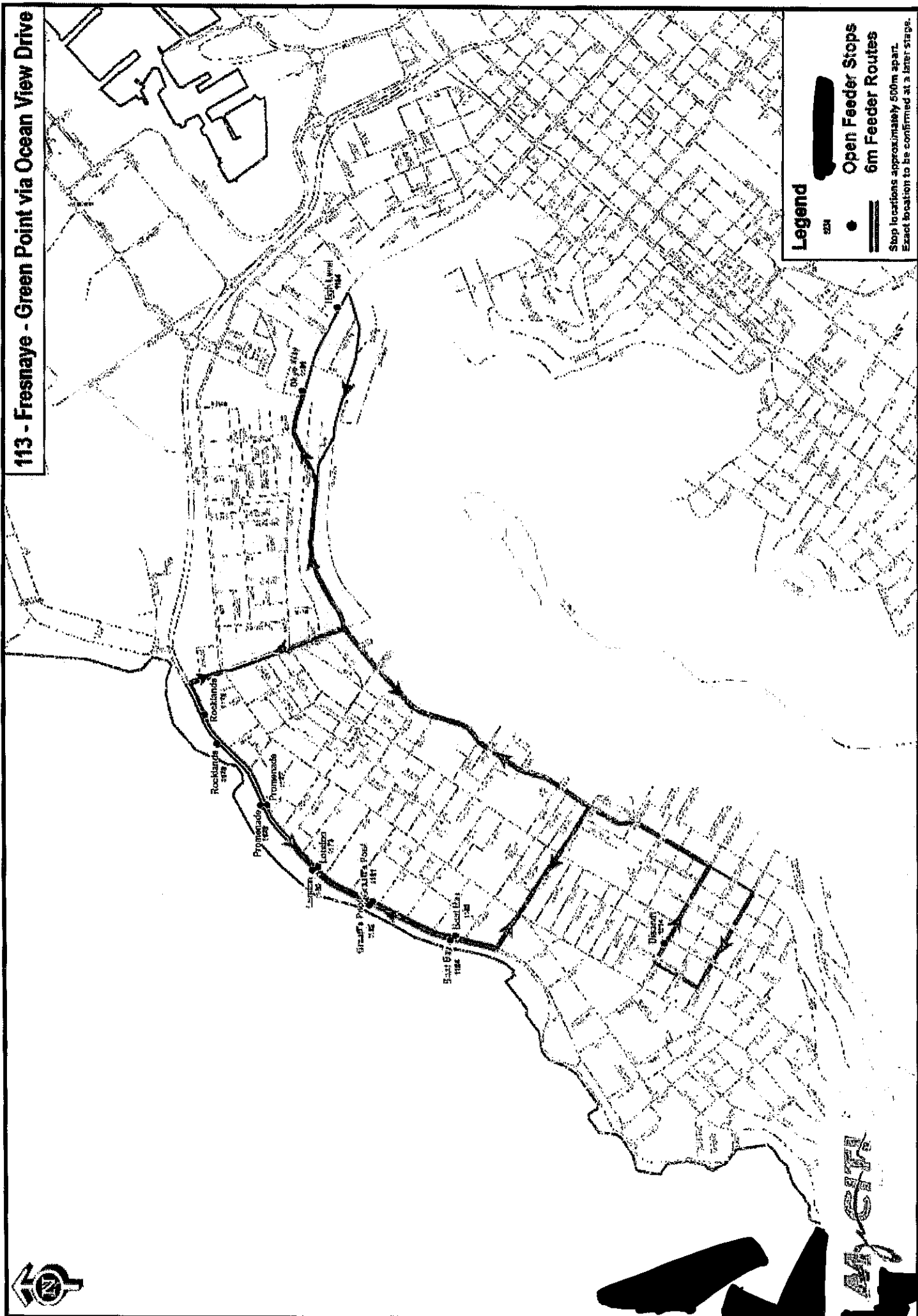


Legend

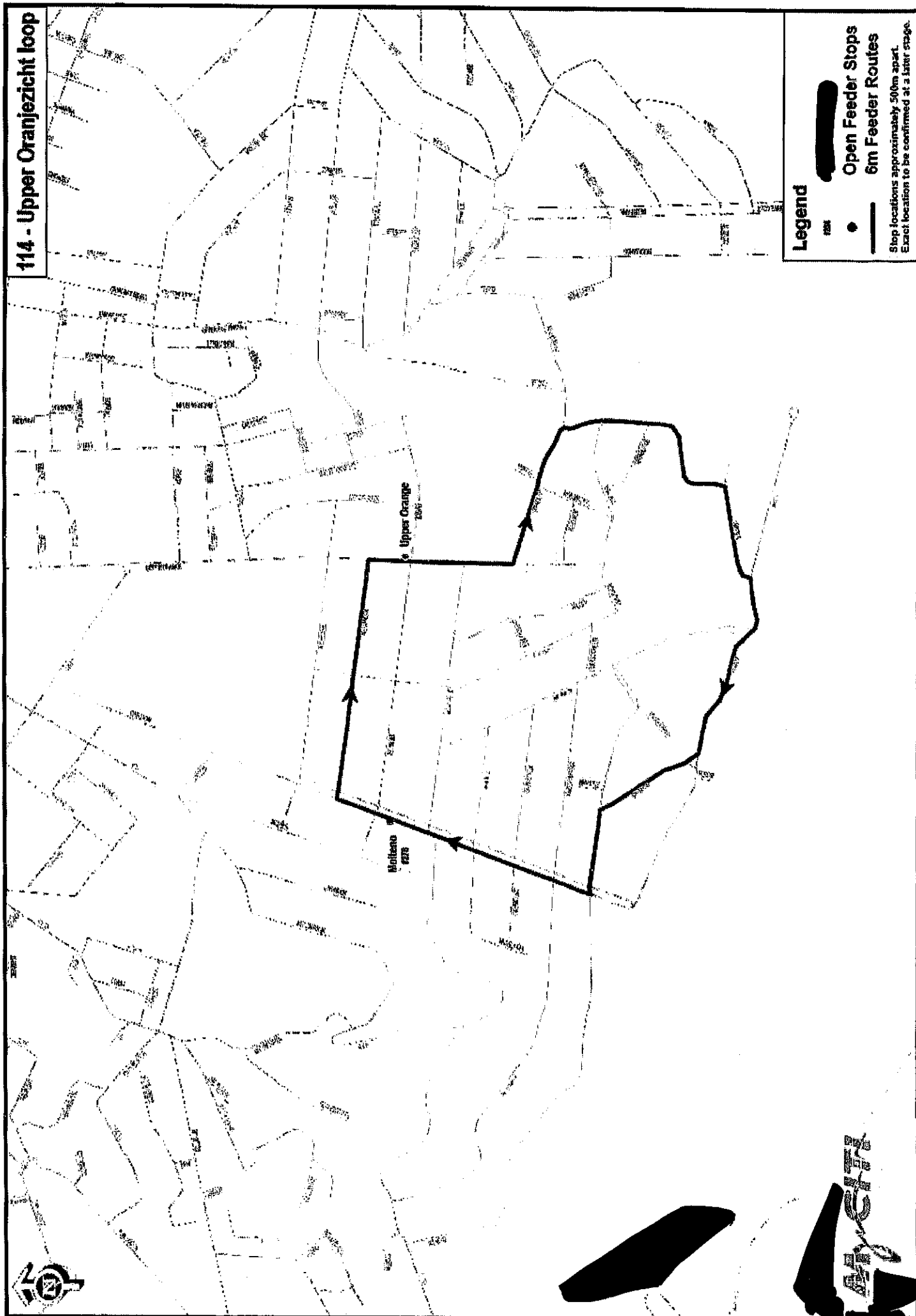
224

- Open Feeder Stops
- 6m Feeder Routes

Stop locations approximately 500m apart.
Exact location to be confirmed at a later stage.

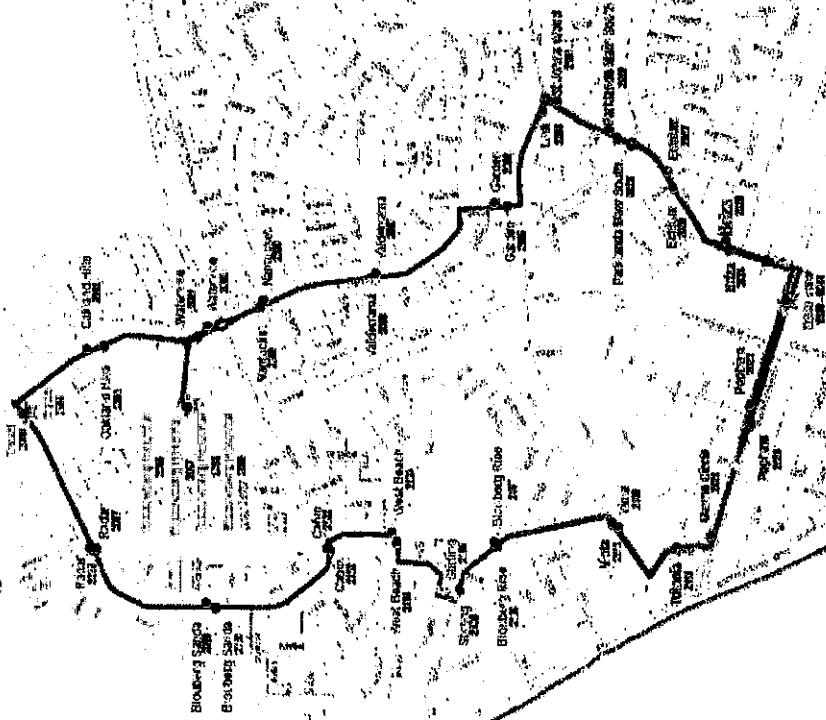


114 - Upper Oranjezicht loop



130808 MILESTONE 2

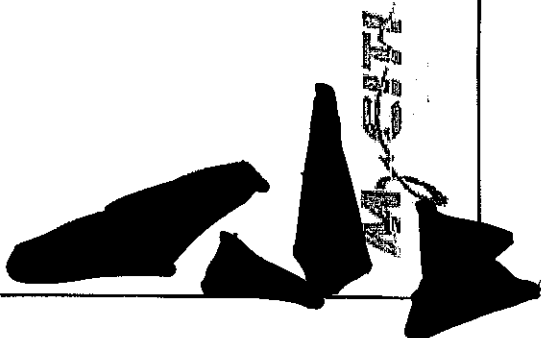




Legend

— Compulsory Stop

☆





Text

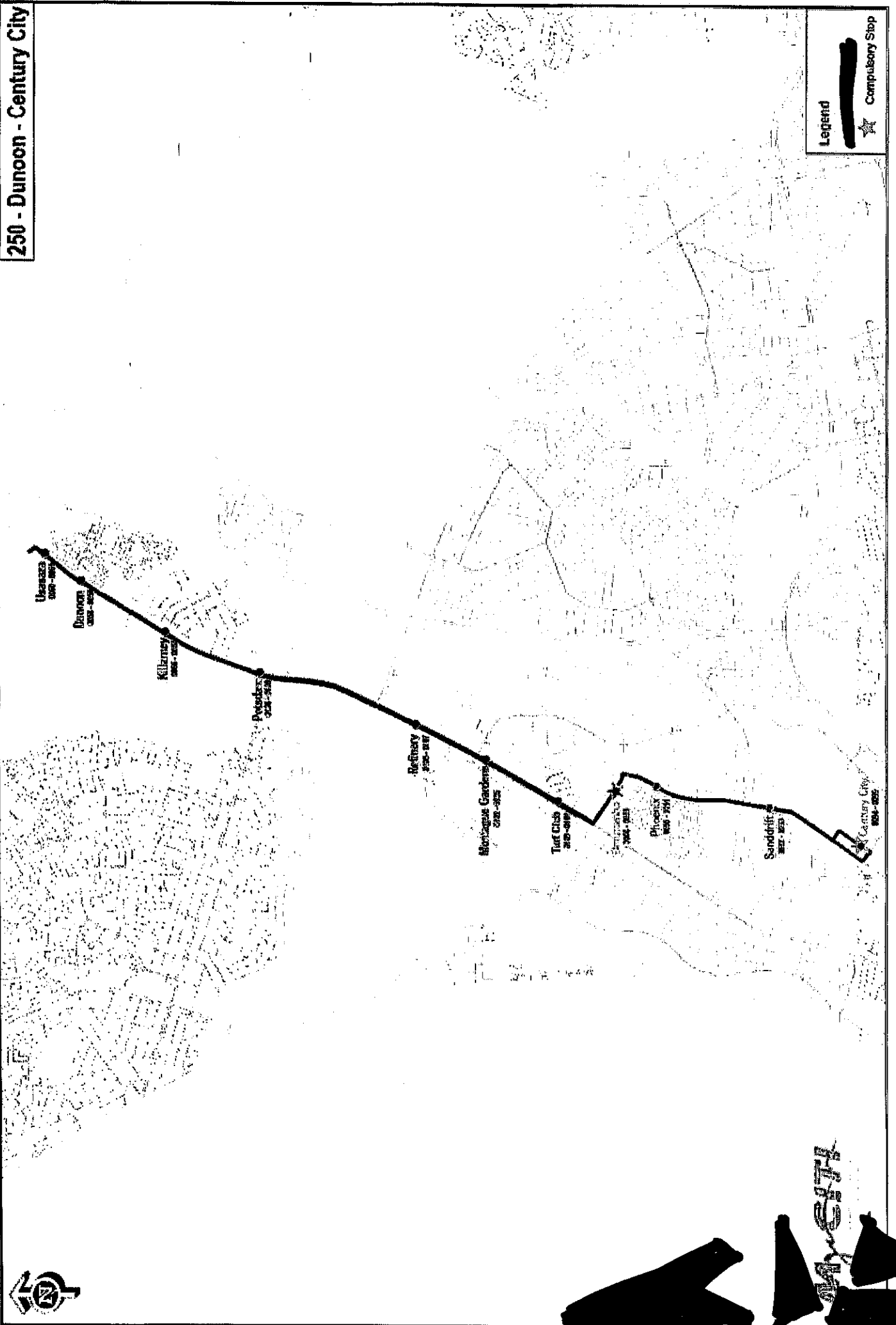
★ **Compulsory Stop**



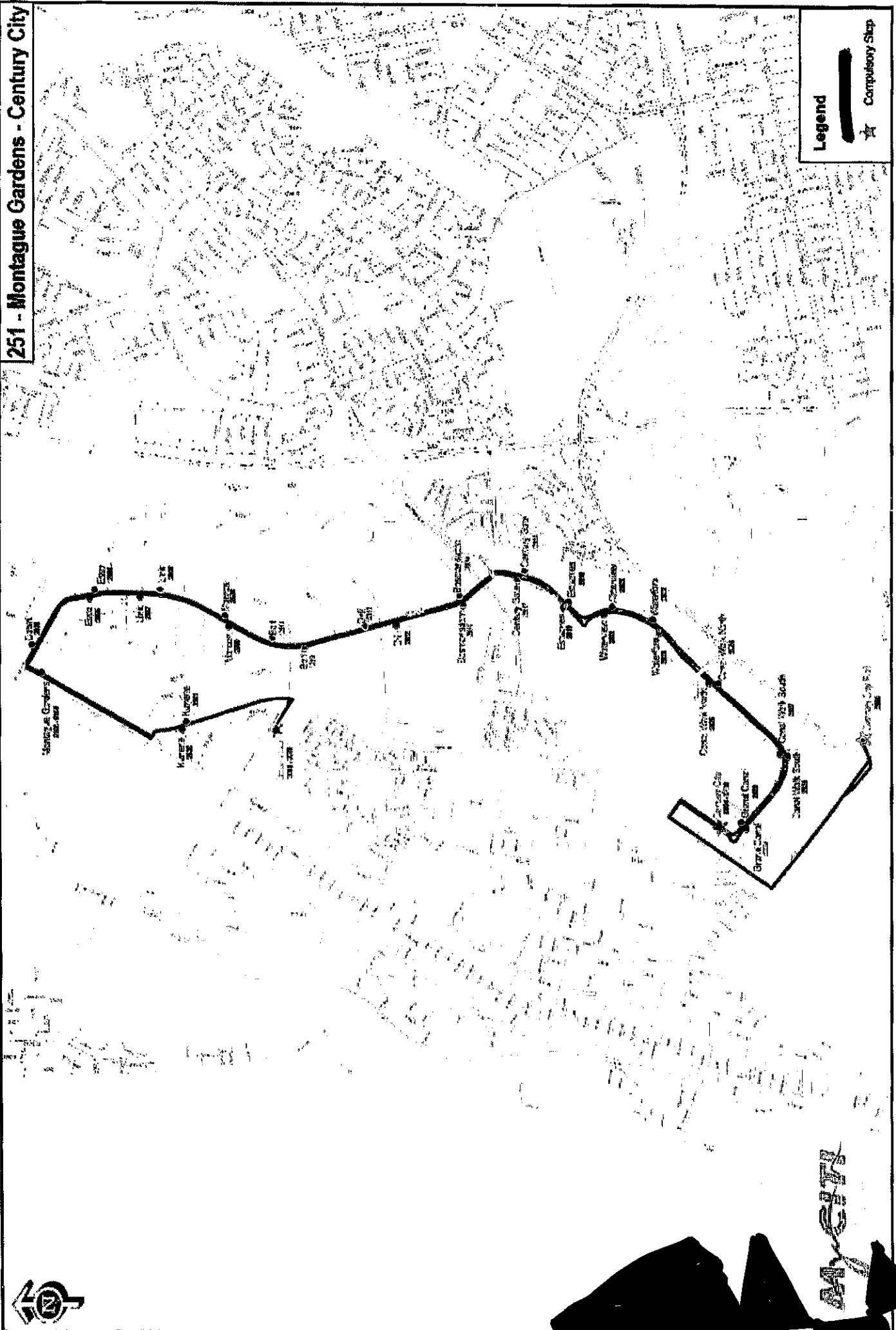
217 - Parklands - Table View - Big Bay - Melkbosch Village



250 - Dunoon - Century City



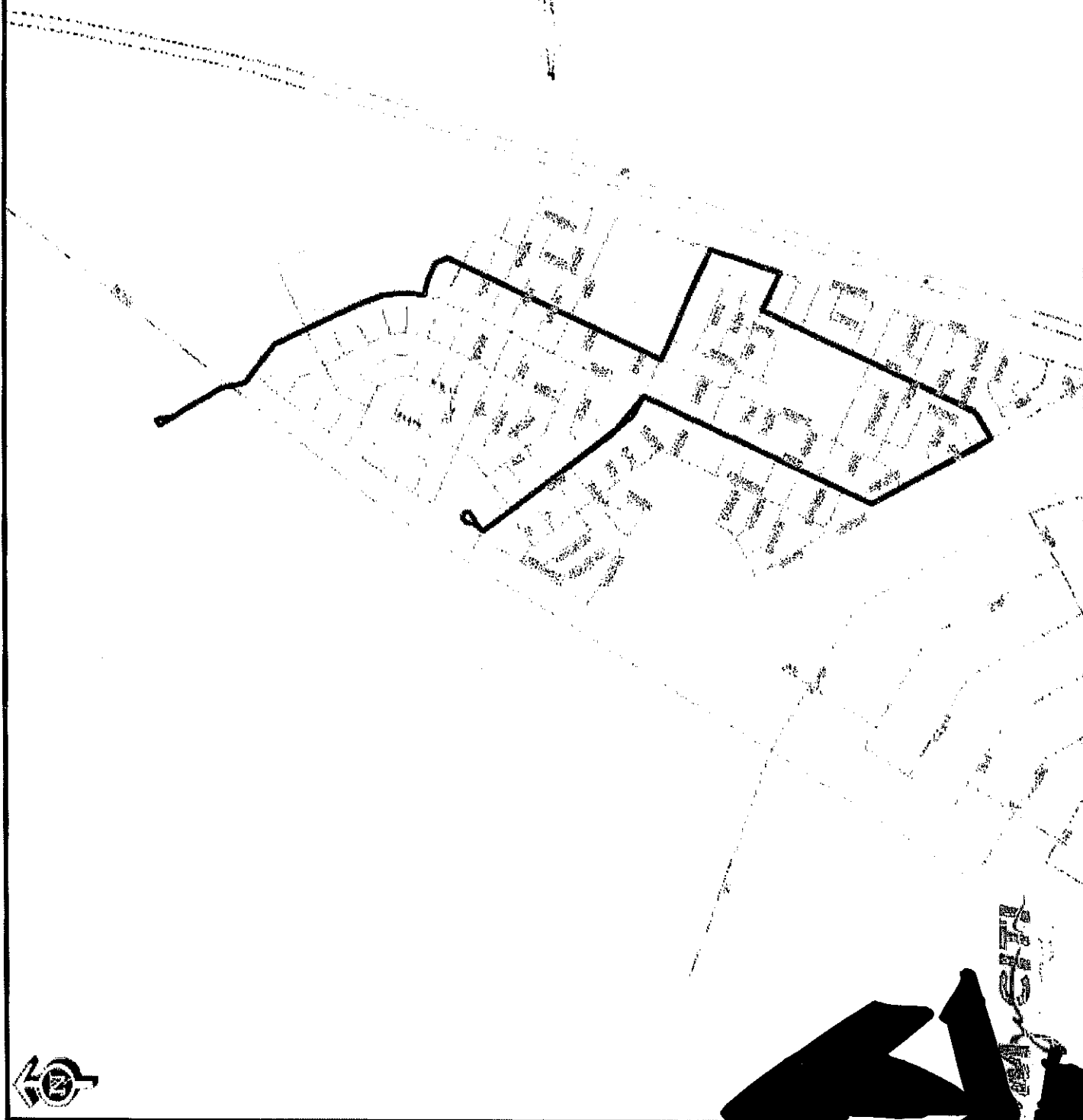
251 - Montague Gardens - Century City



Legend

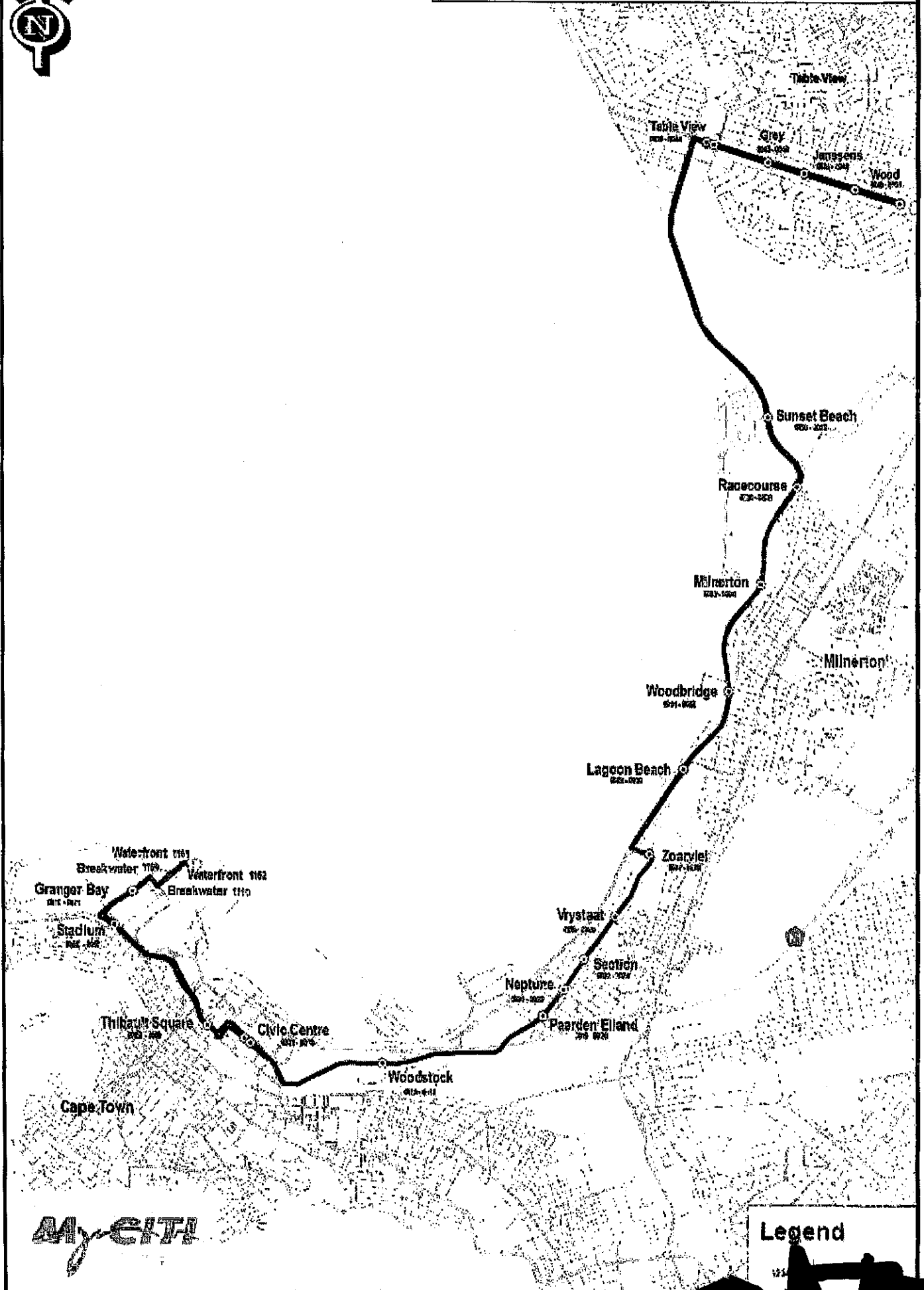
6m Feeder Routes

Stop locations approximately 600m apart.
Exact location to be confirmed at a later stage.





T01 - Wood - Table View - Civic Centre - Waterfront





T03 -- Table View - Century City

Table View
2019-2044

Sunset Beach
2017-2018

Racecourse
2021-2021

Royal Ascot
2025-2025

Omuramba
2021-2021

Phoenix
2020-2021

Sanddrift
2021-2021

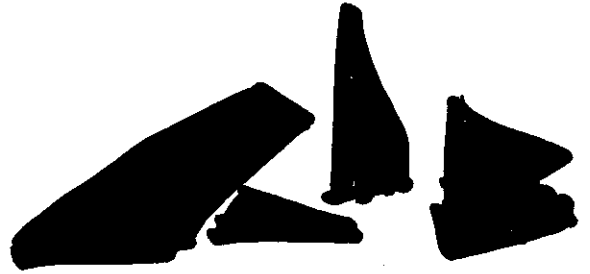
Century City
2020-2021

MjCITY

Legend

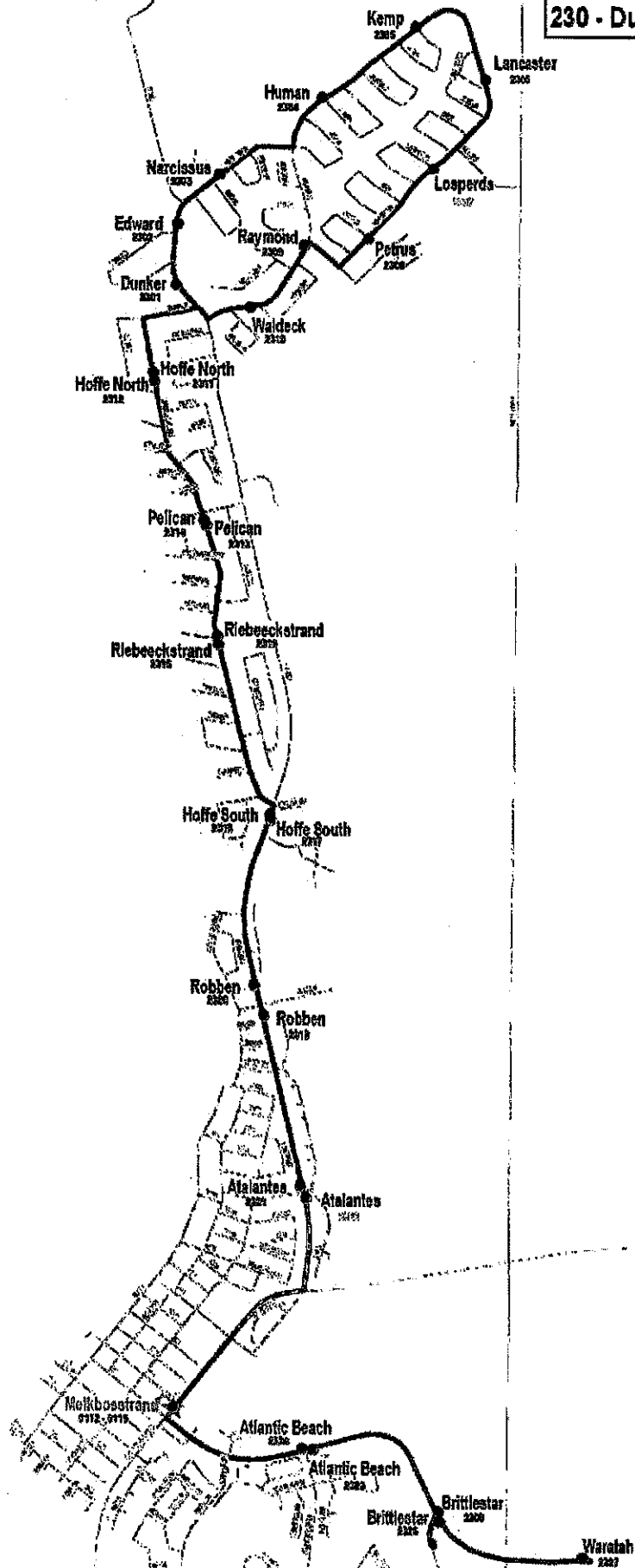
Divi

MILESTONE 3





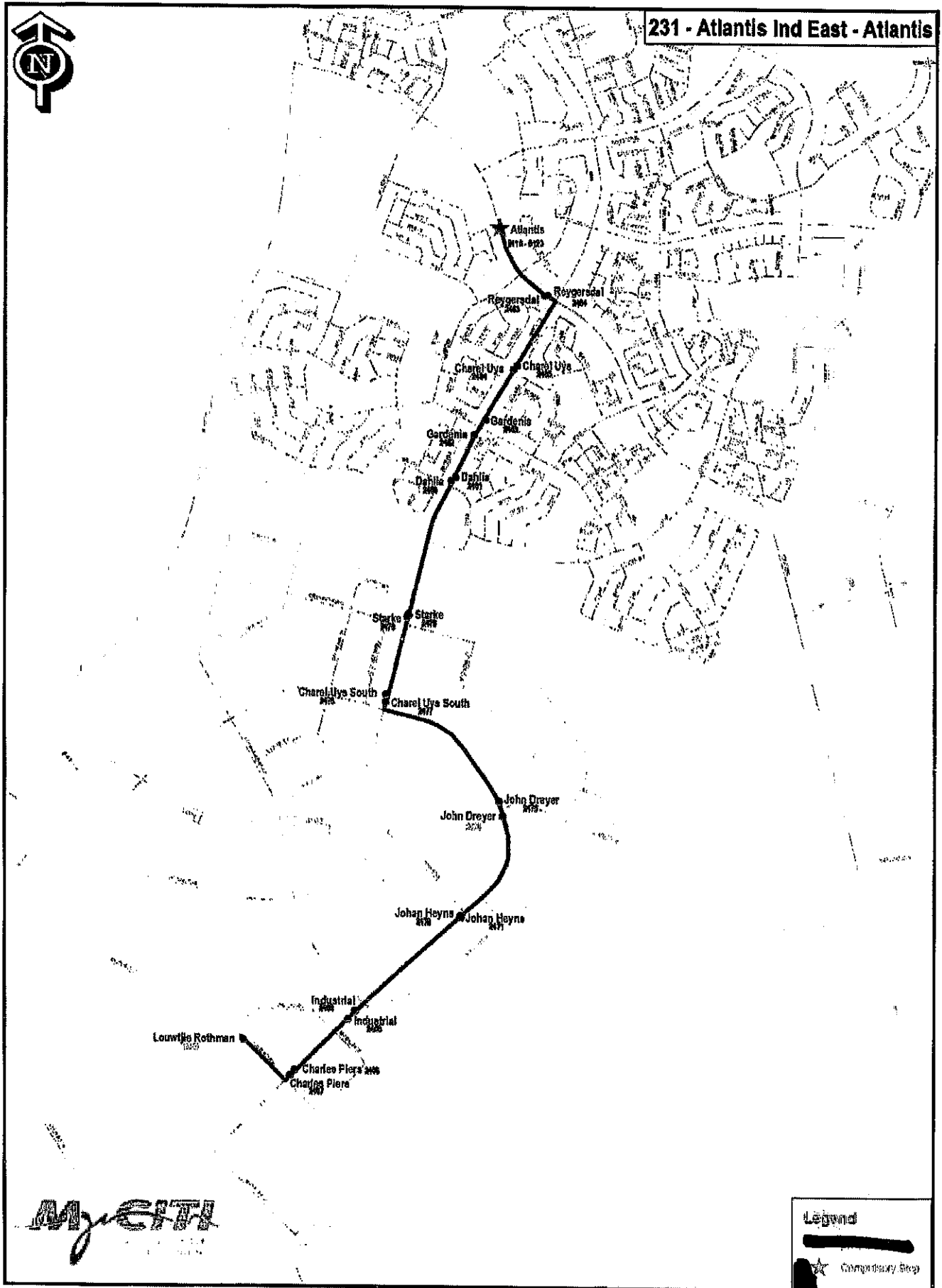
230 - Duynfontein - Melkbosstrand

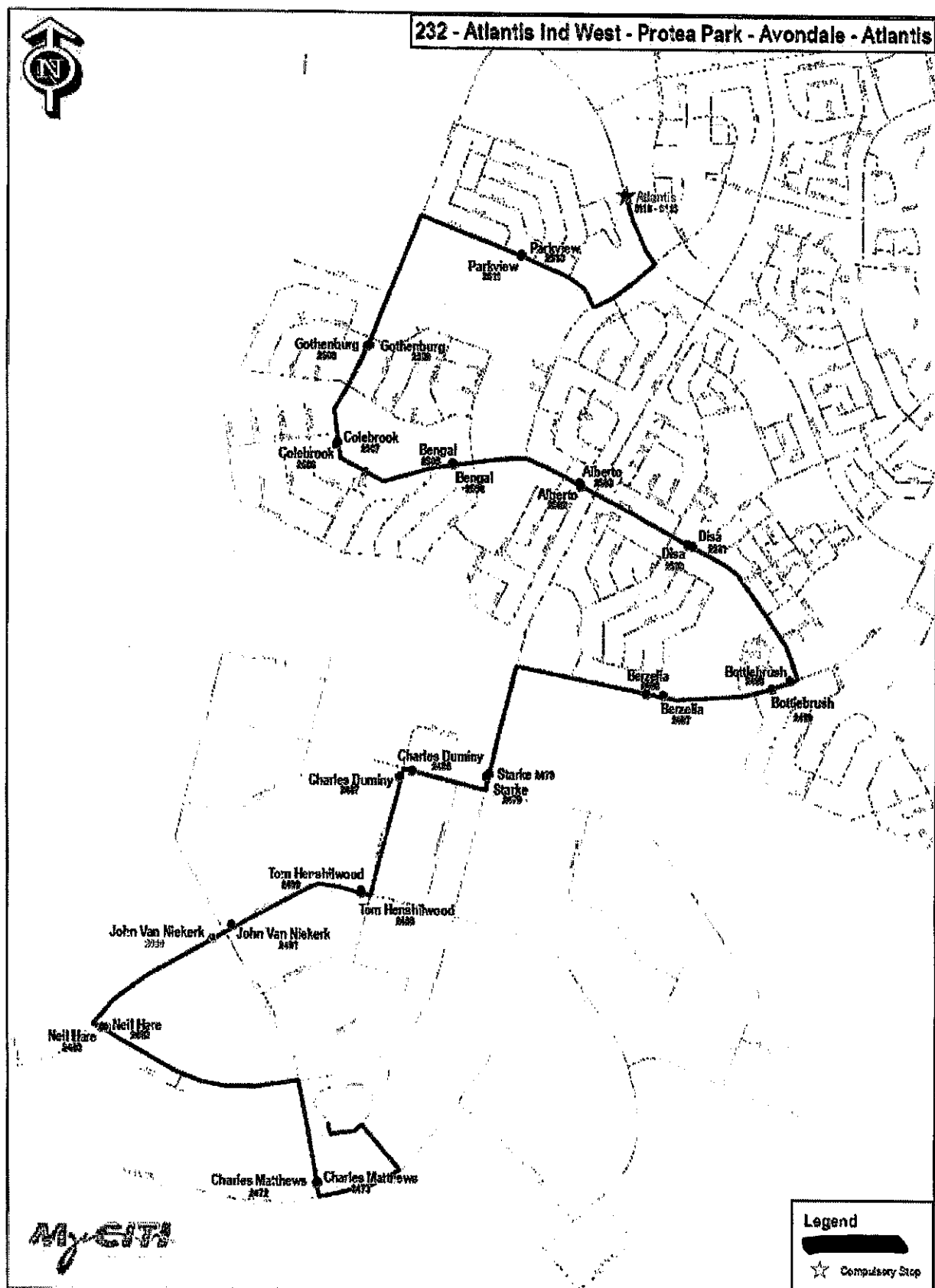


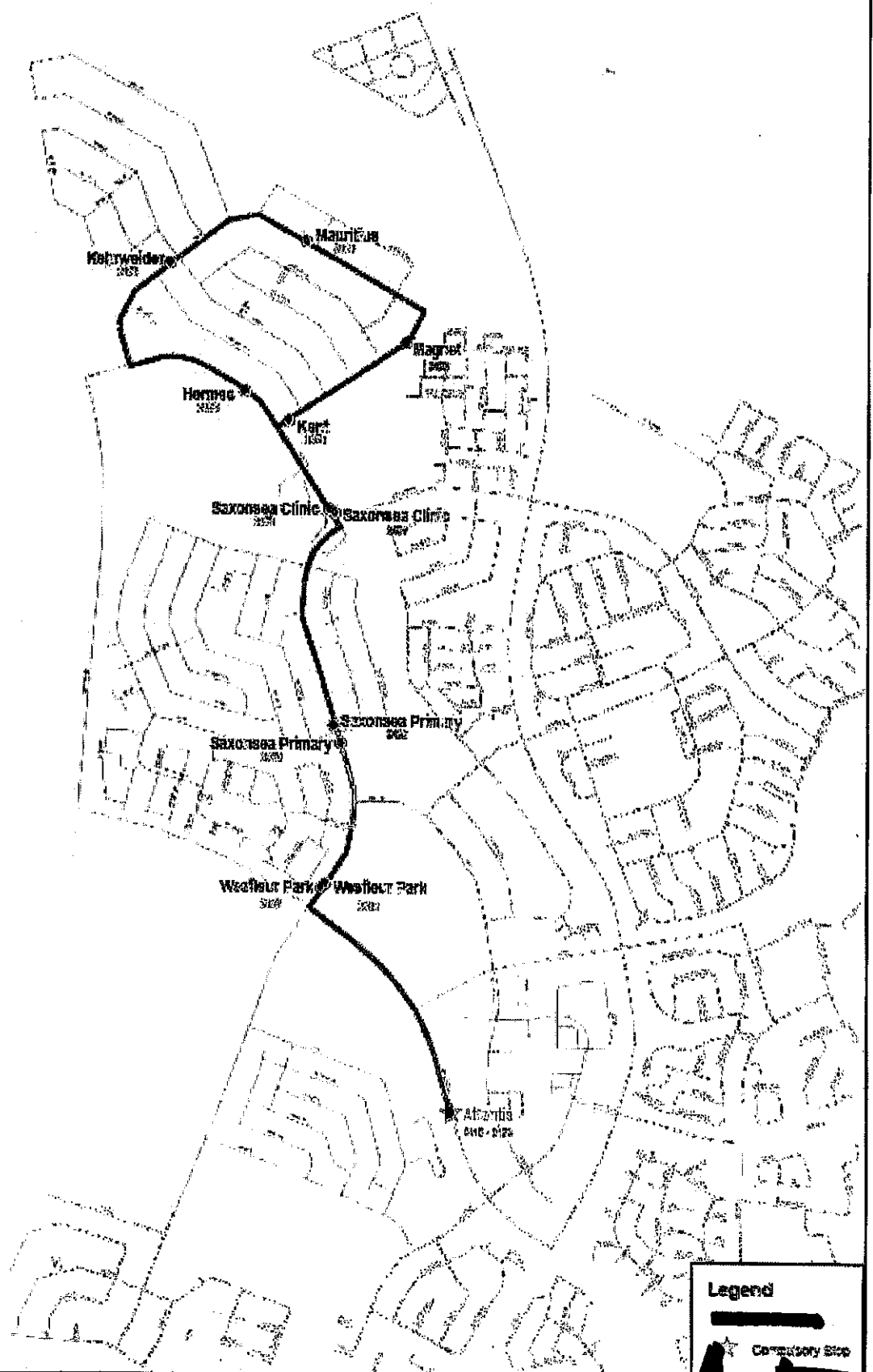
Legend



My CITY

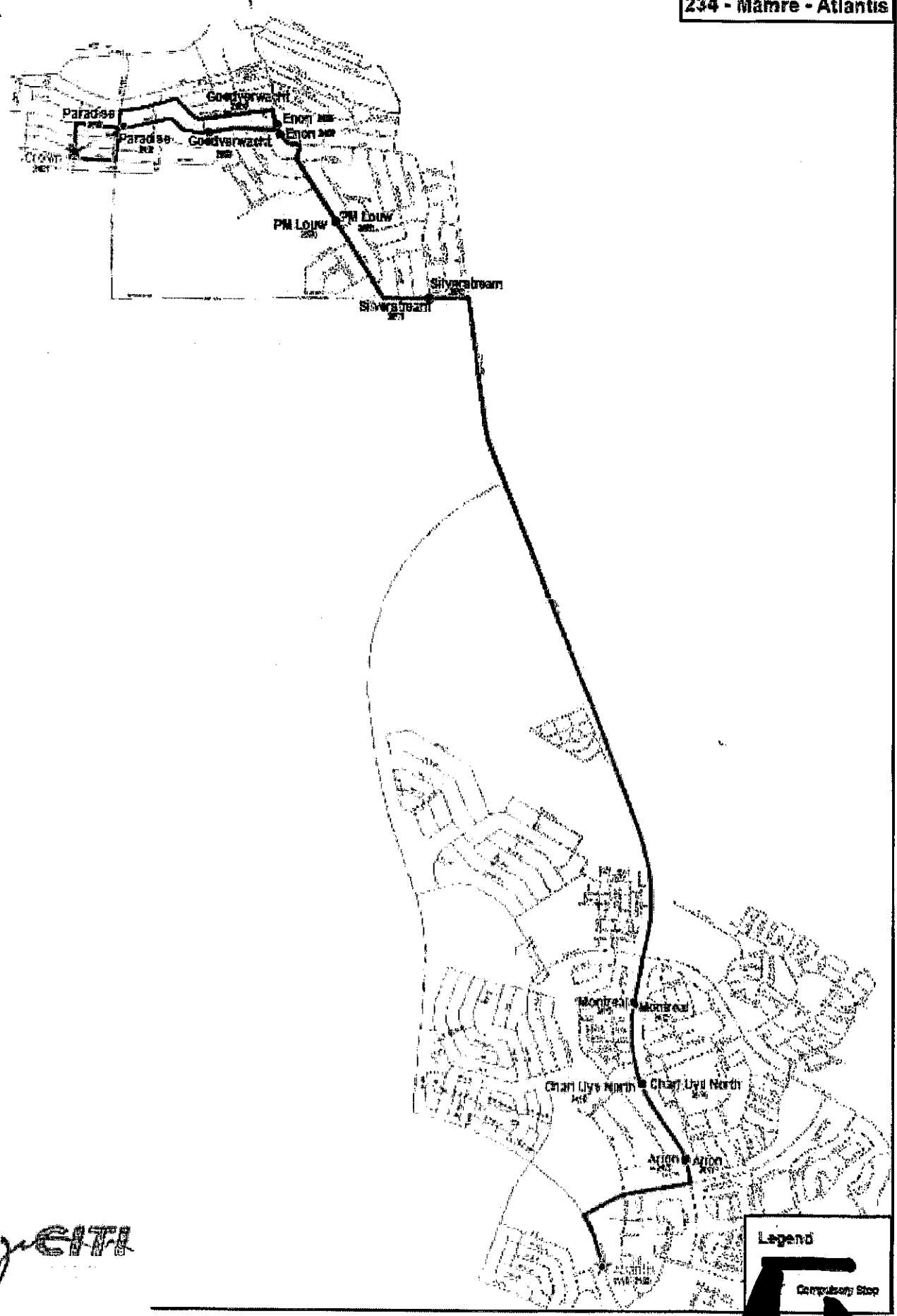






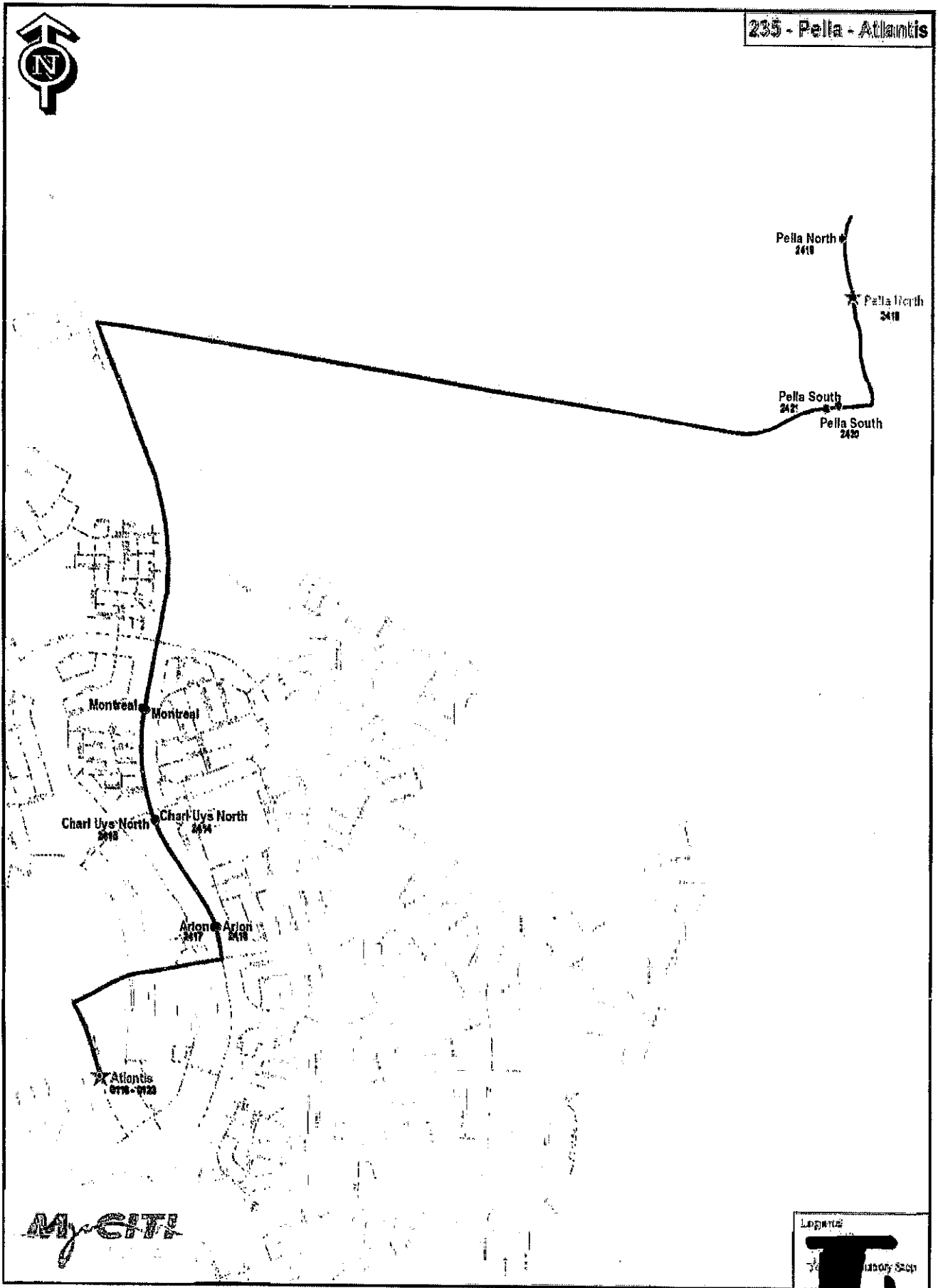
MyCITY

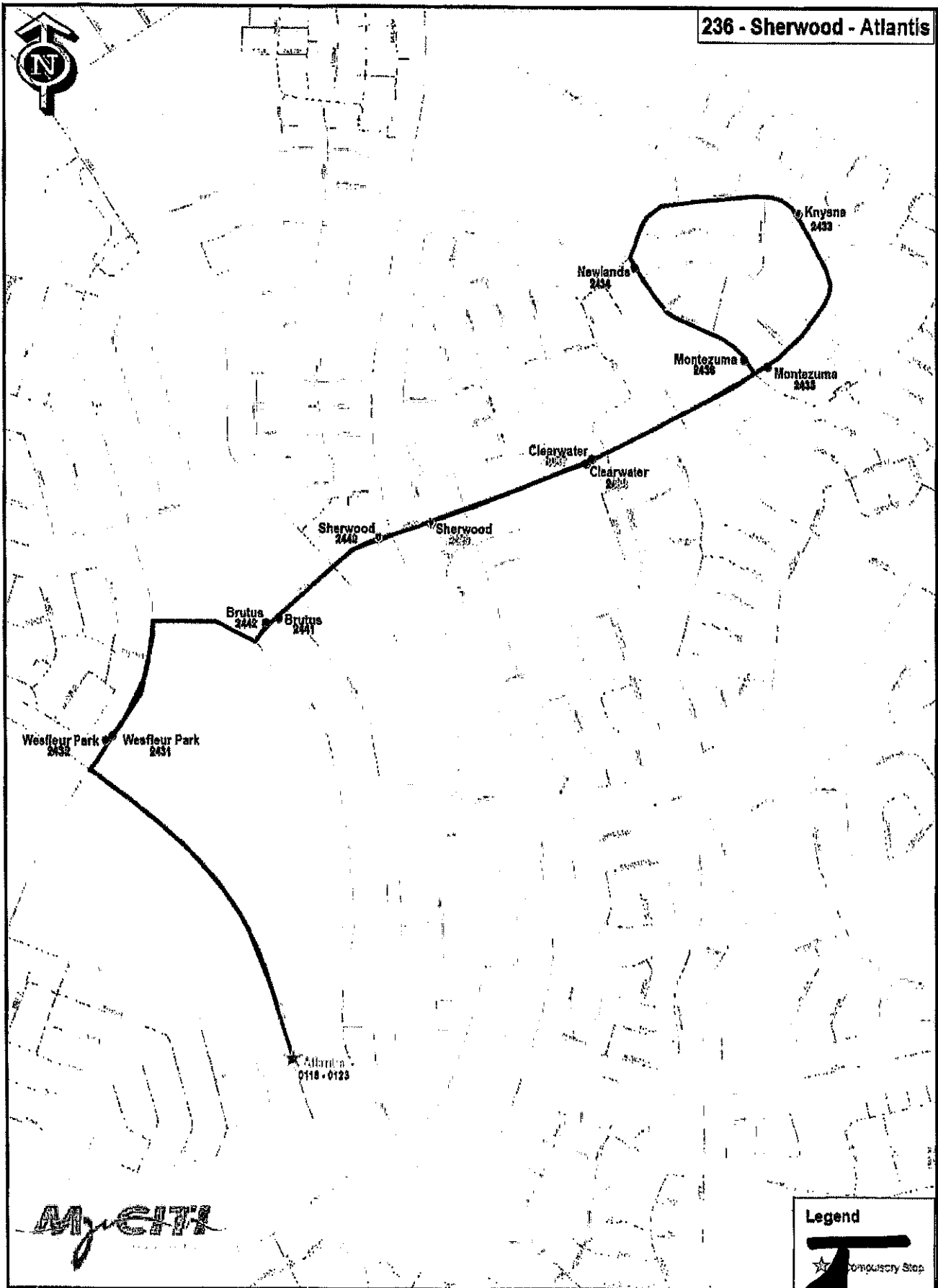
Legend
—
★ Compulsory Stop

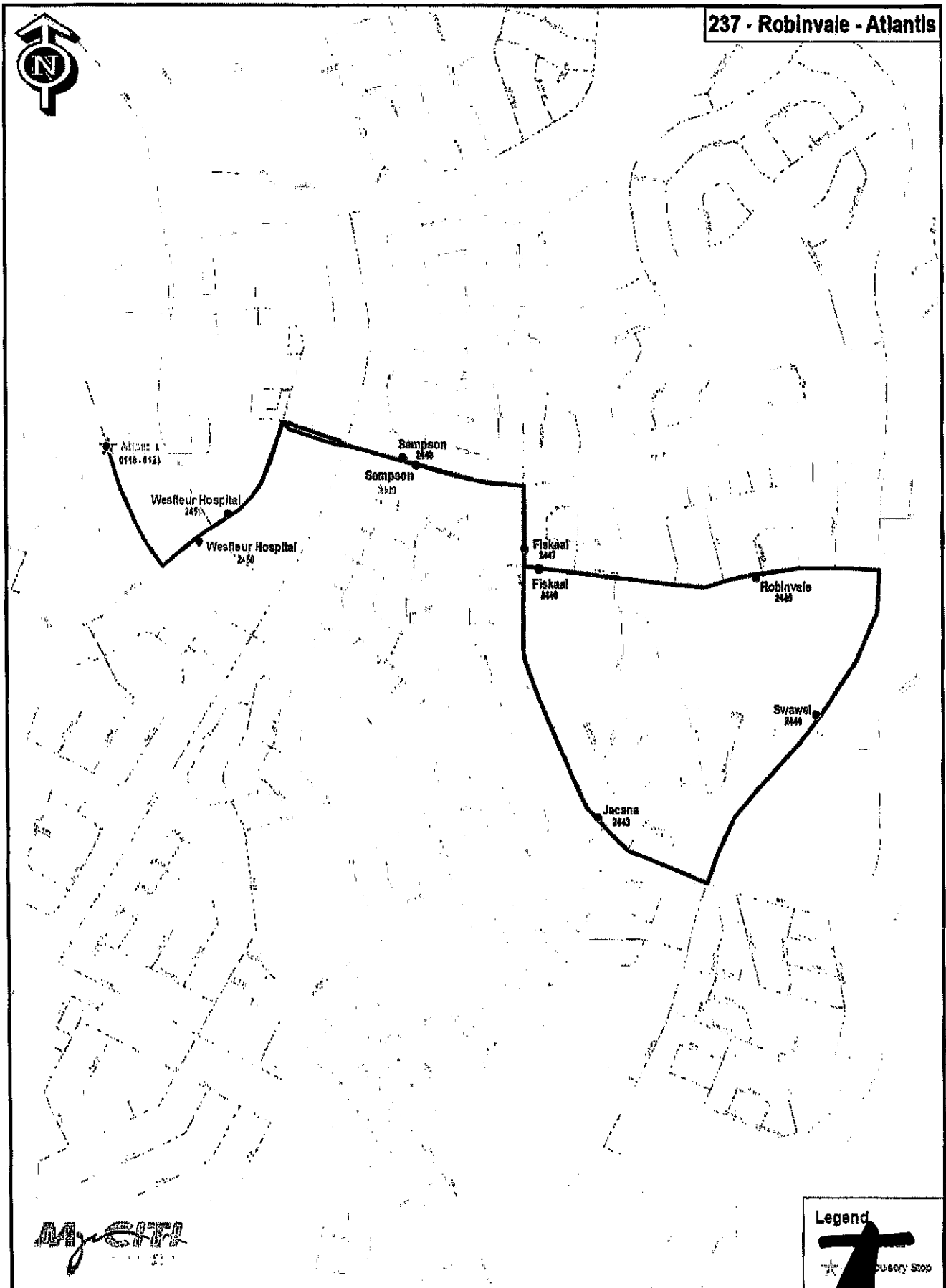


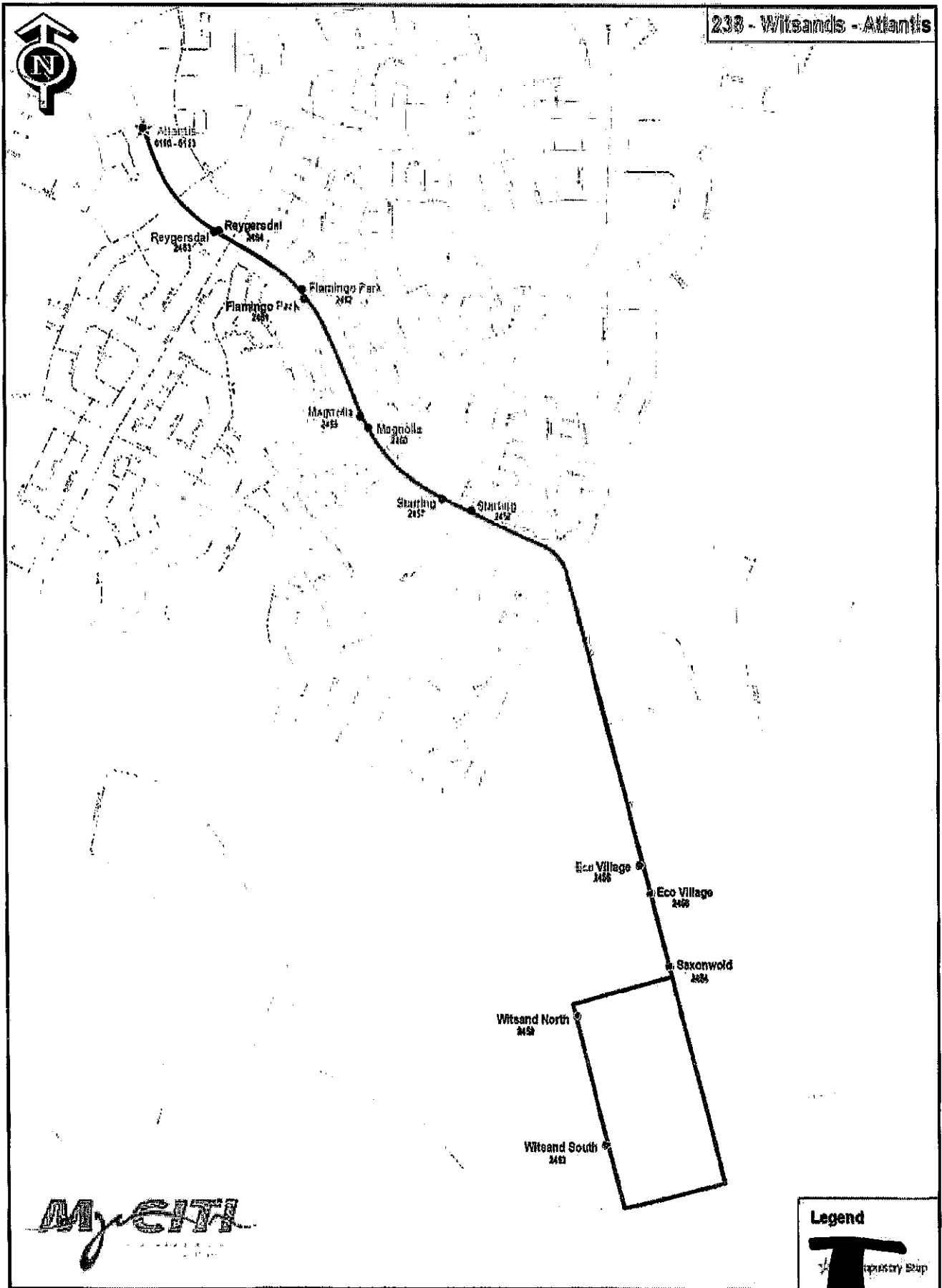
Mzansi
CITY

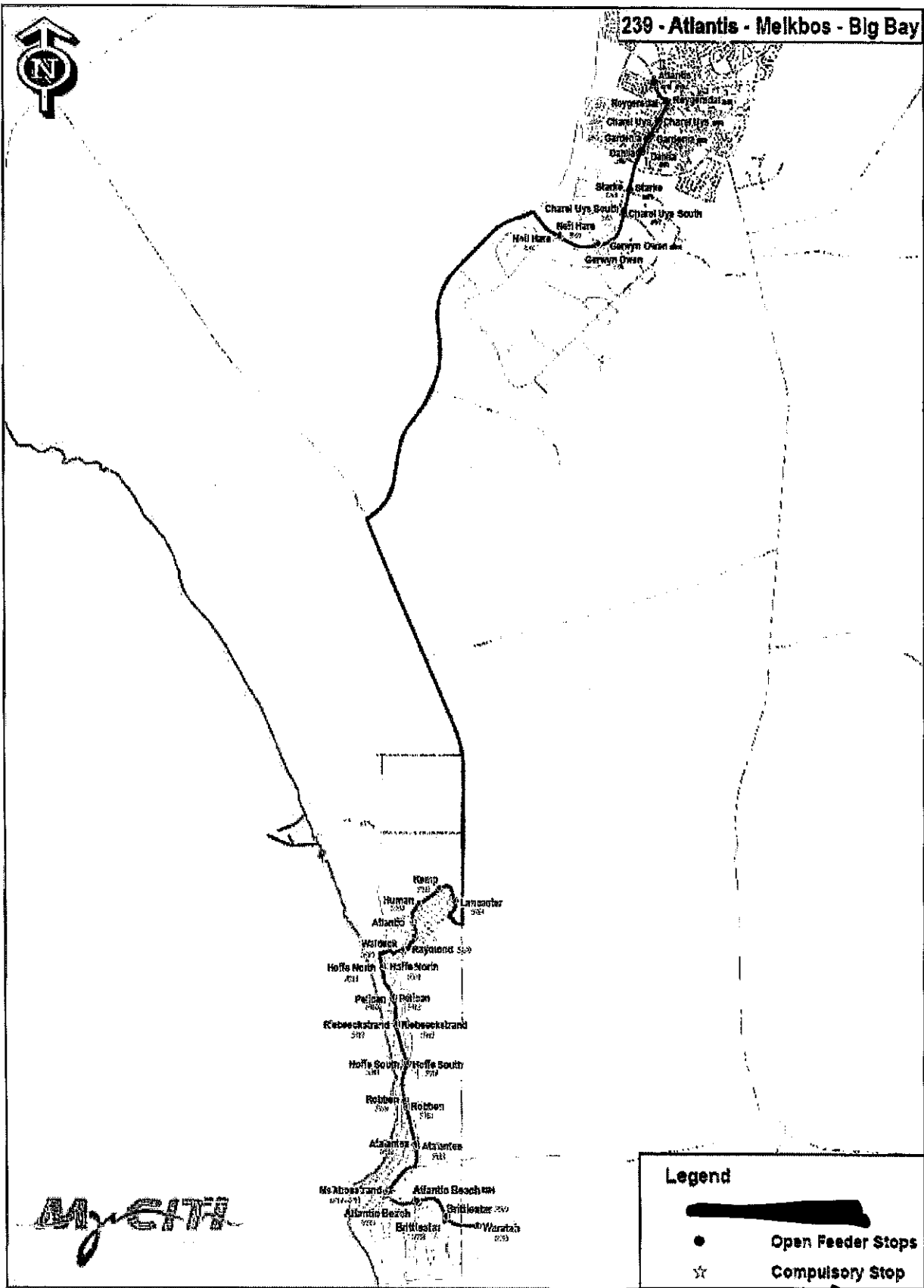




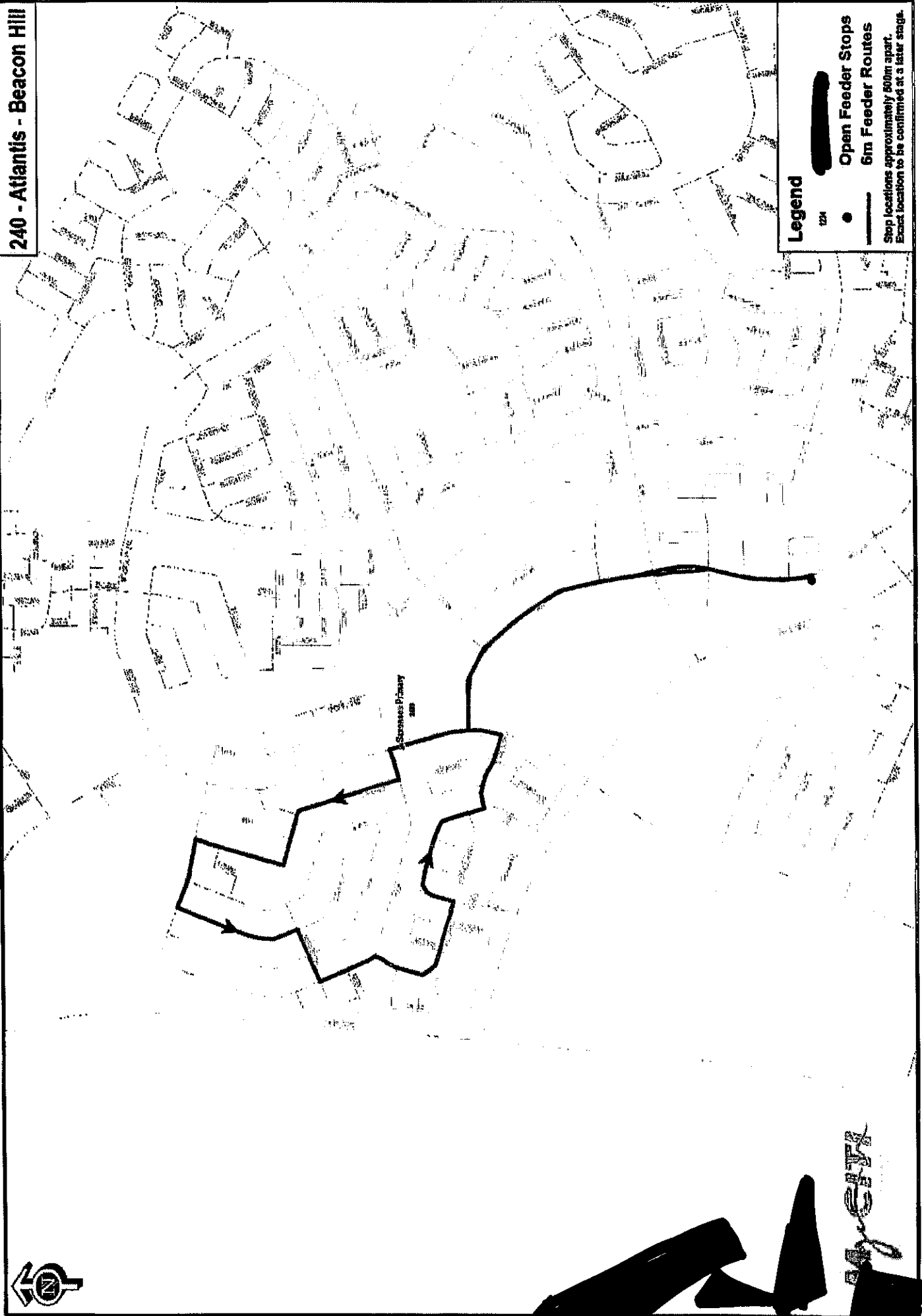








240 - Atlantis - Beacon Hill

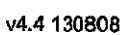


Legend

1224

- Open Feeder Stops
- 6m Feeder Routes

Stop locations approximately 500m apart.
Exact location to be confirmed at a later stage.





T03 - Atlantis - Table View - Century City

Melkbosstrand
810-815

Atlantis
901-910

Sandown
810-815

Table View

Portfairfield
810-815

Table View
810-815

Sunset Beach
810-815

Racecourse
810-815

Royal Ascot
810-815

Orlando
810-815

Phoenix
810-815

Sandown
810-815

Century City
810-815

Goodwood

Cape Town

MEITI
Municipal Engineering and Infrastructure
TOWN PLANNING

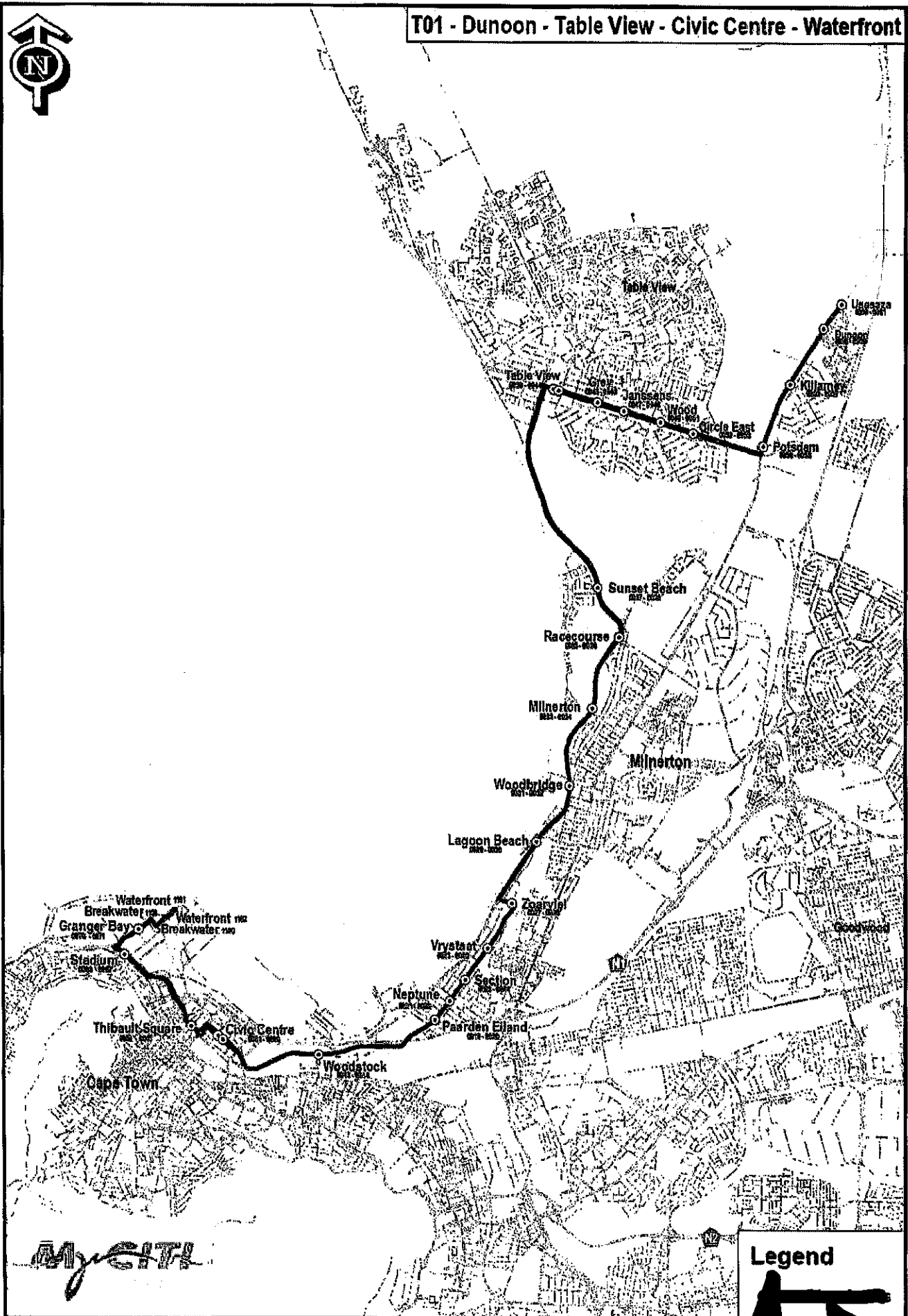
Leg
12

MILESTONE 4





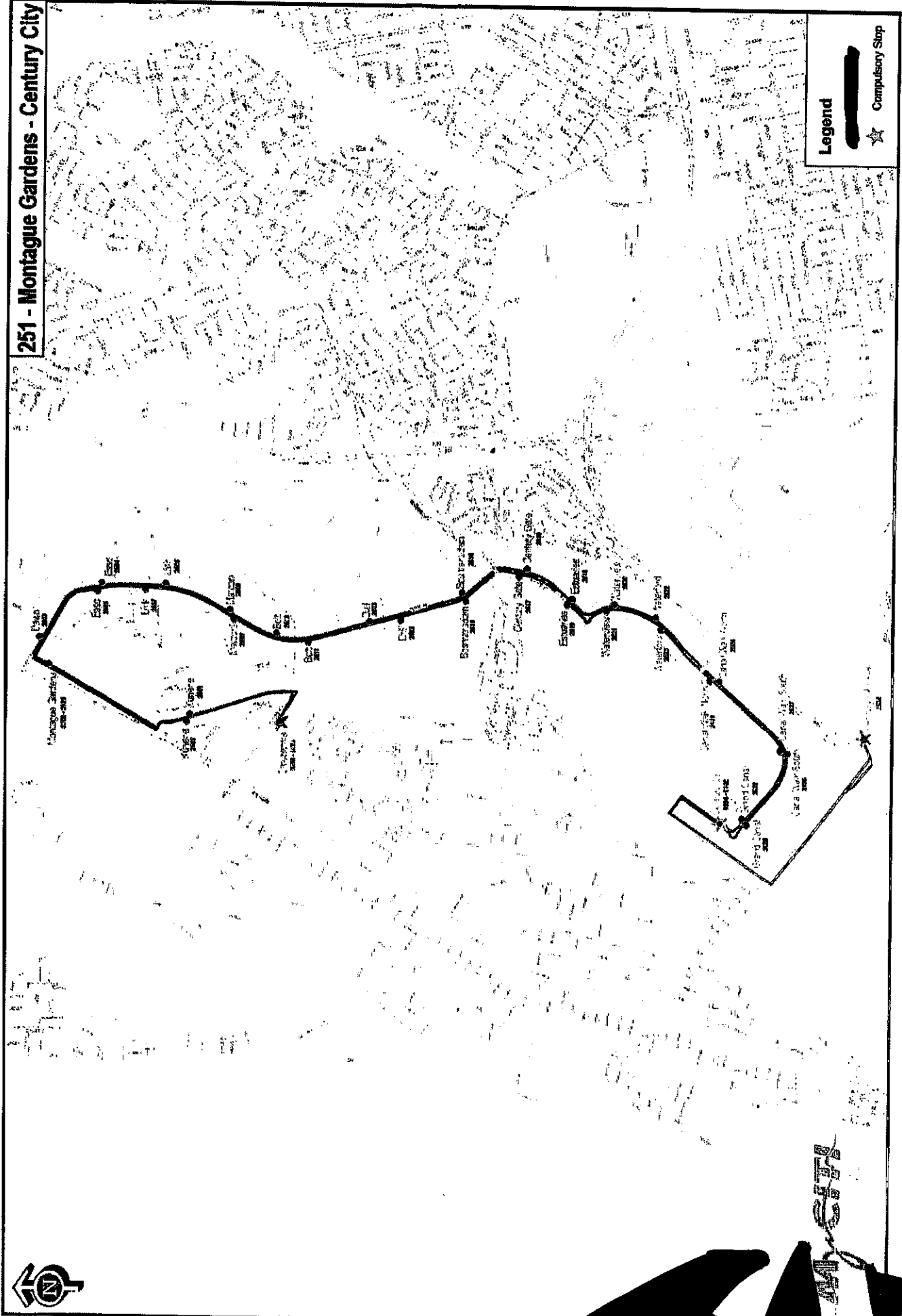
T01 - Dunoon - Table View - Civic Centre - Waterfront

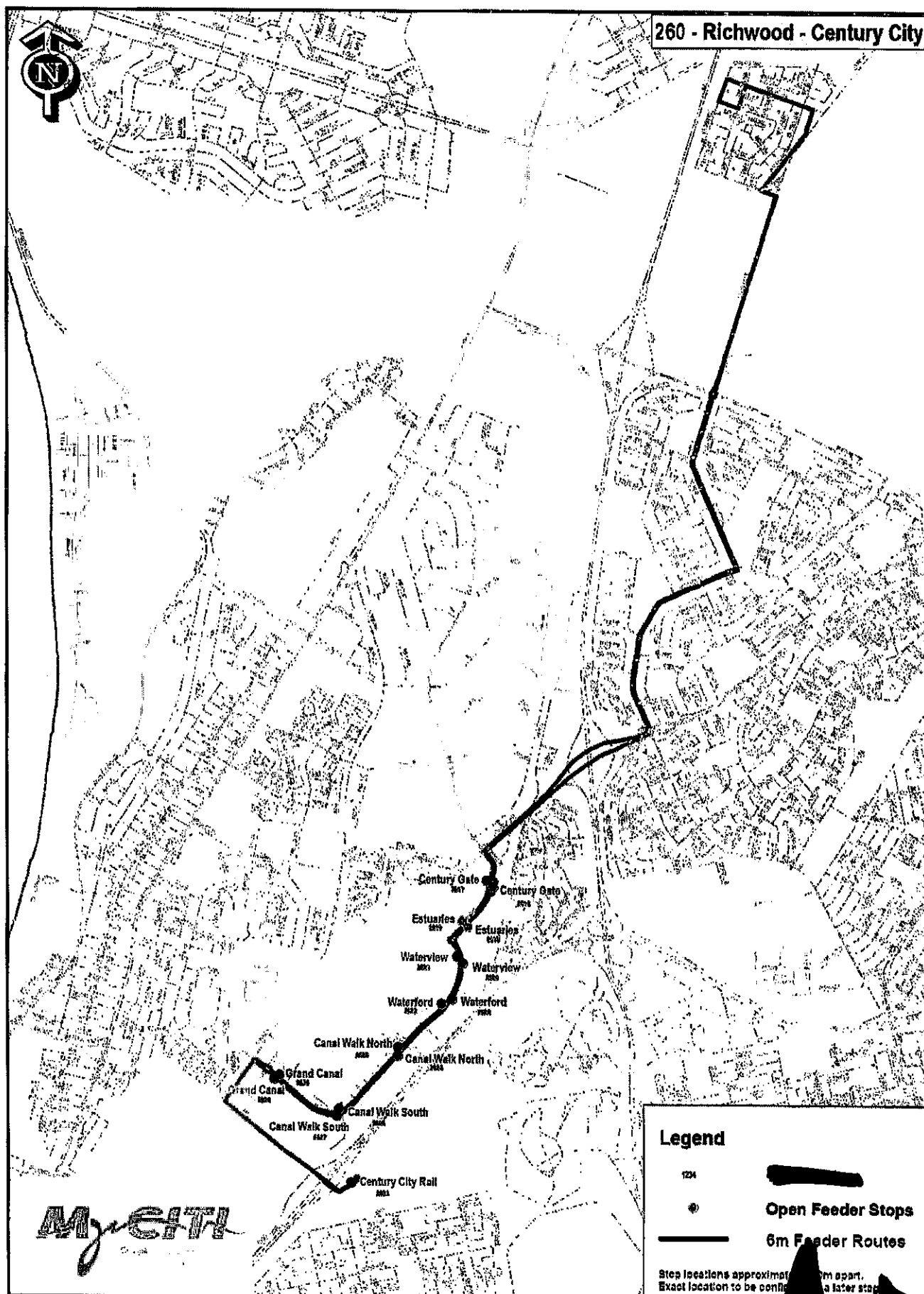


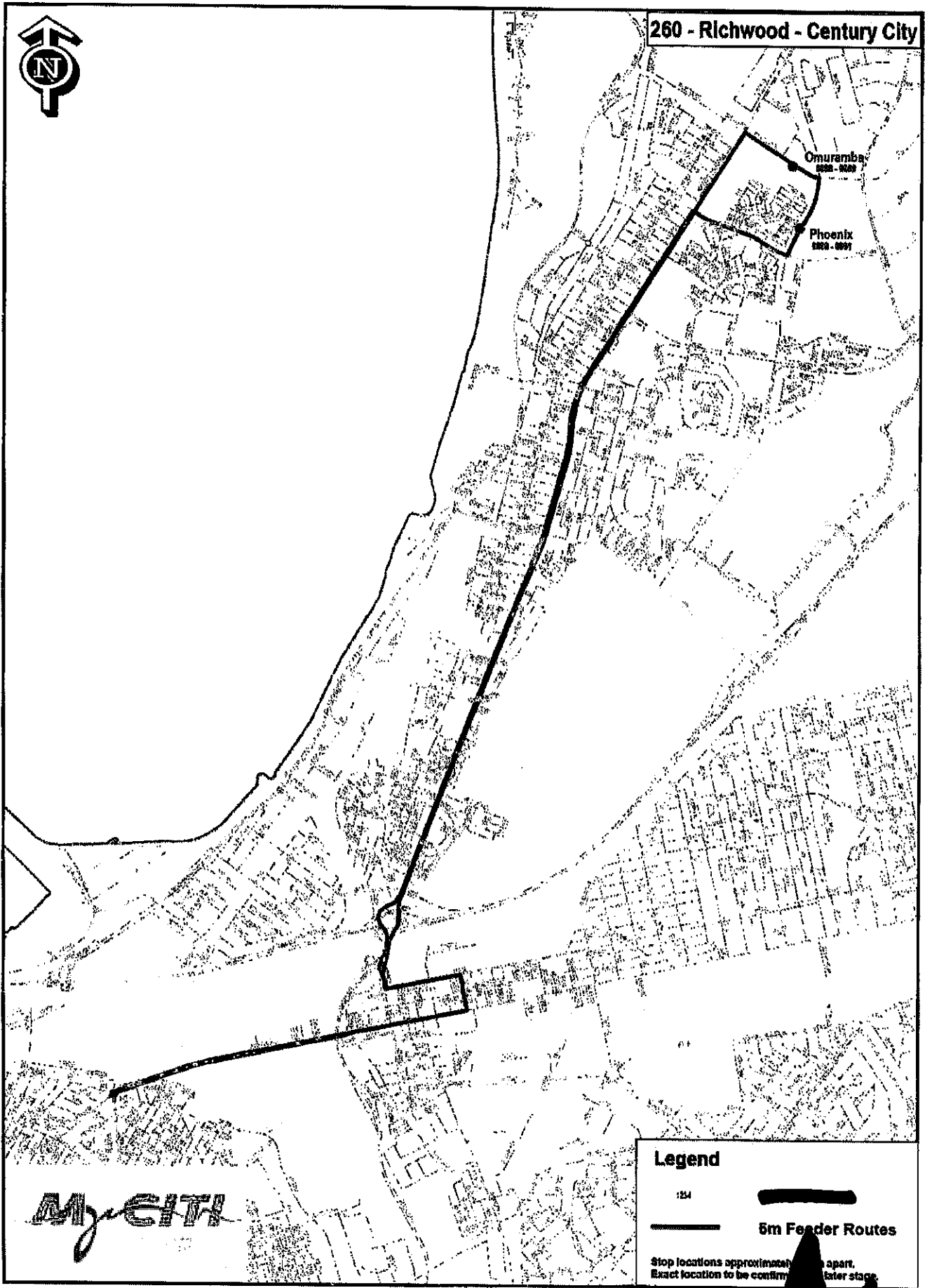
PHASE 1B

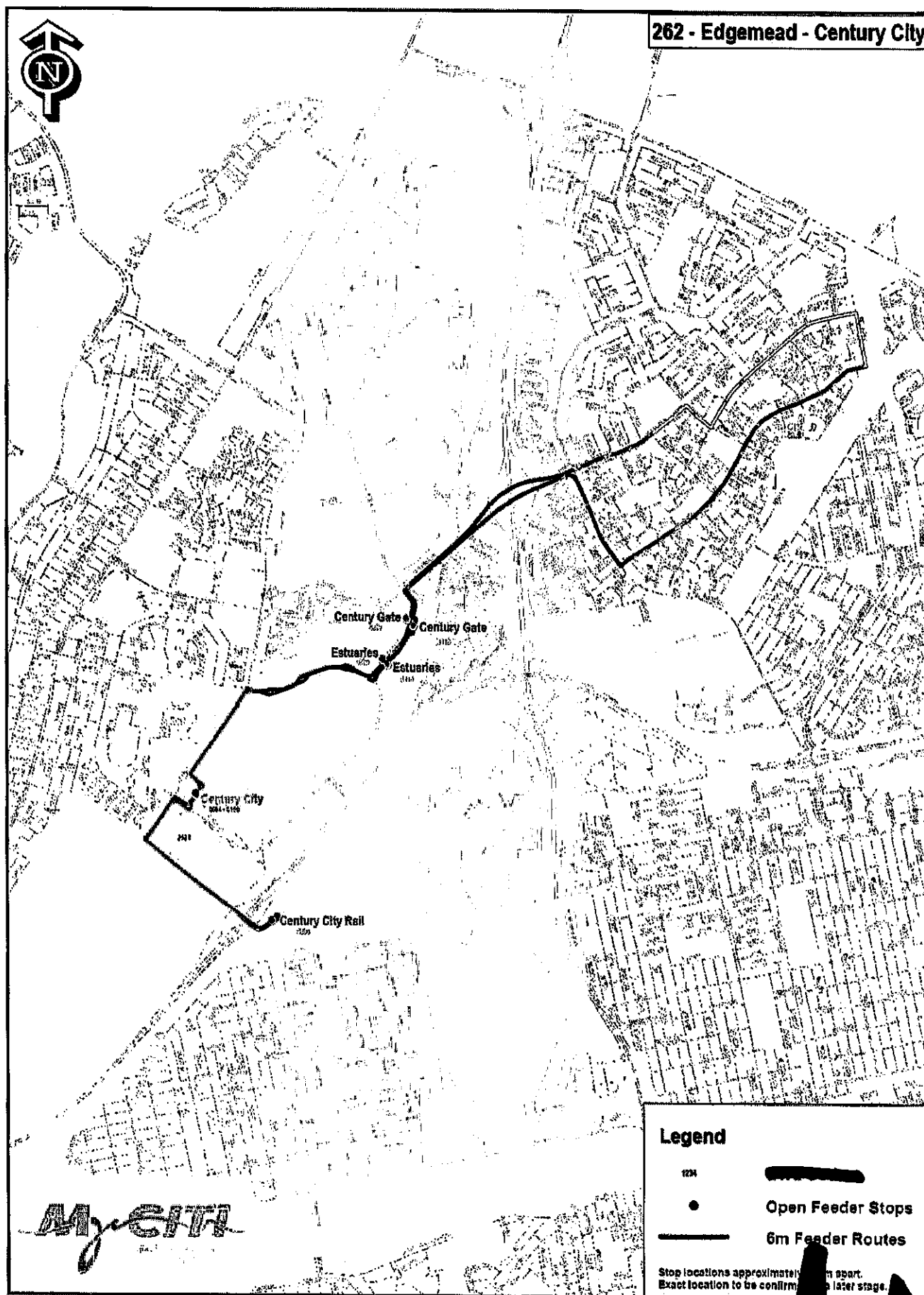


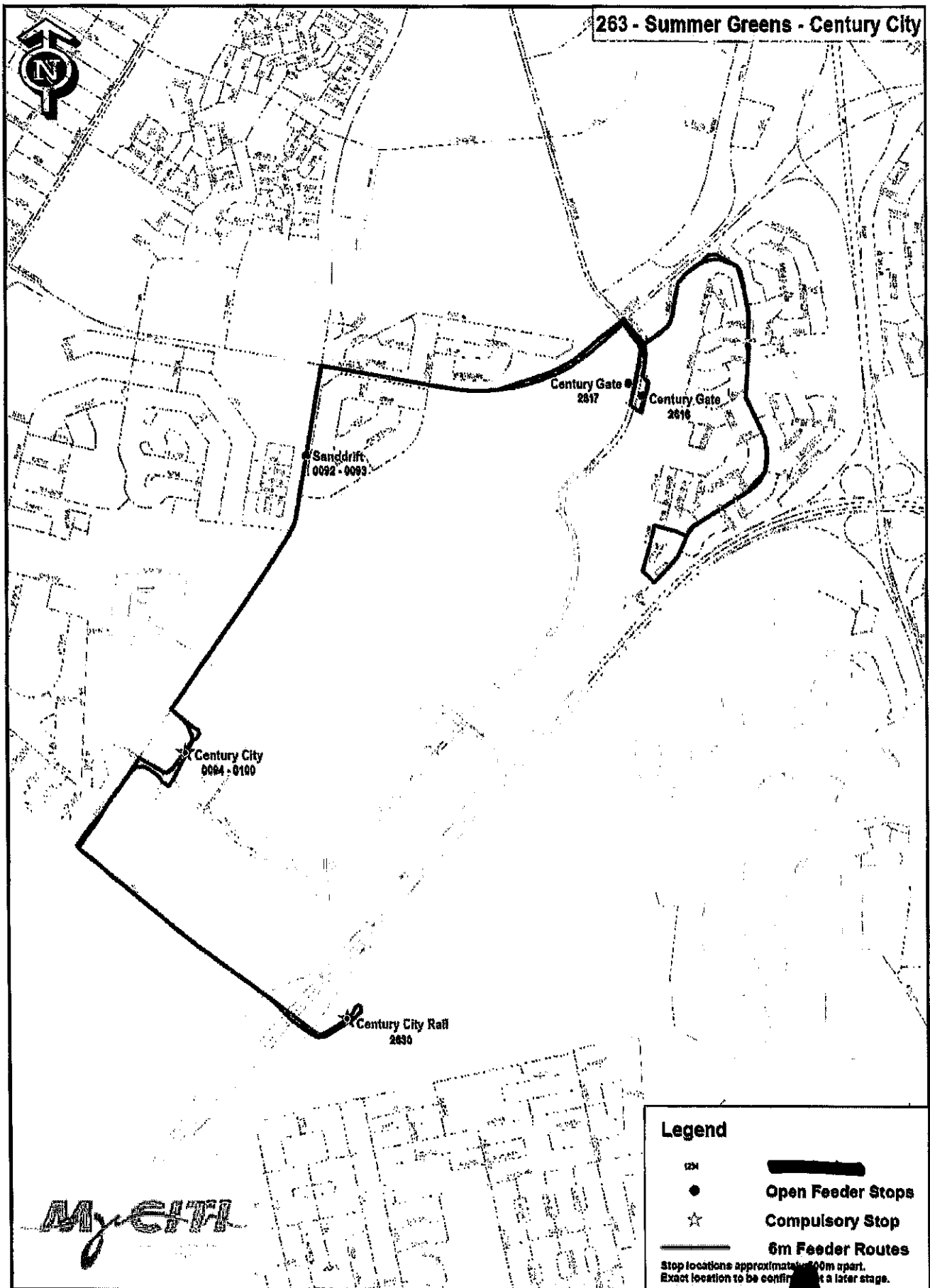
251 - Montague Gardens - Century City

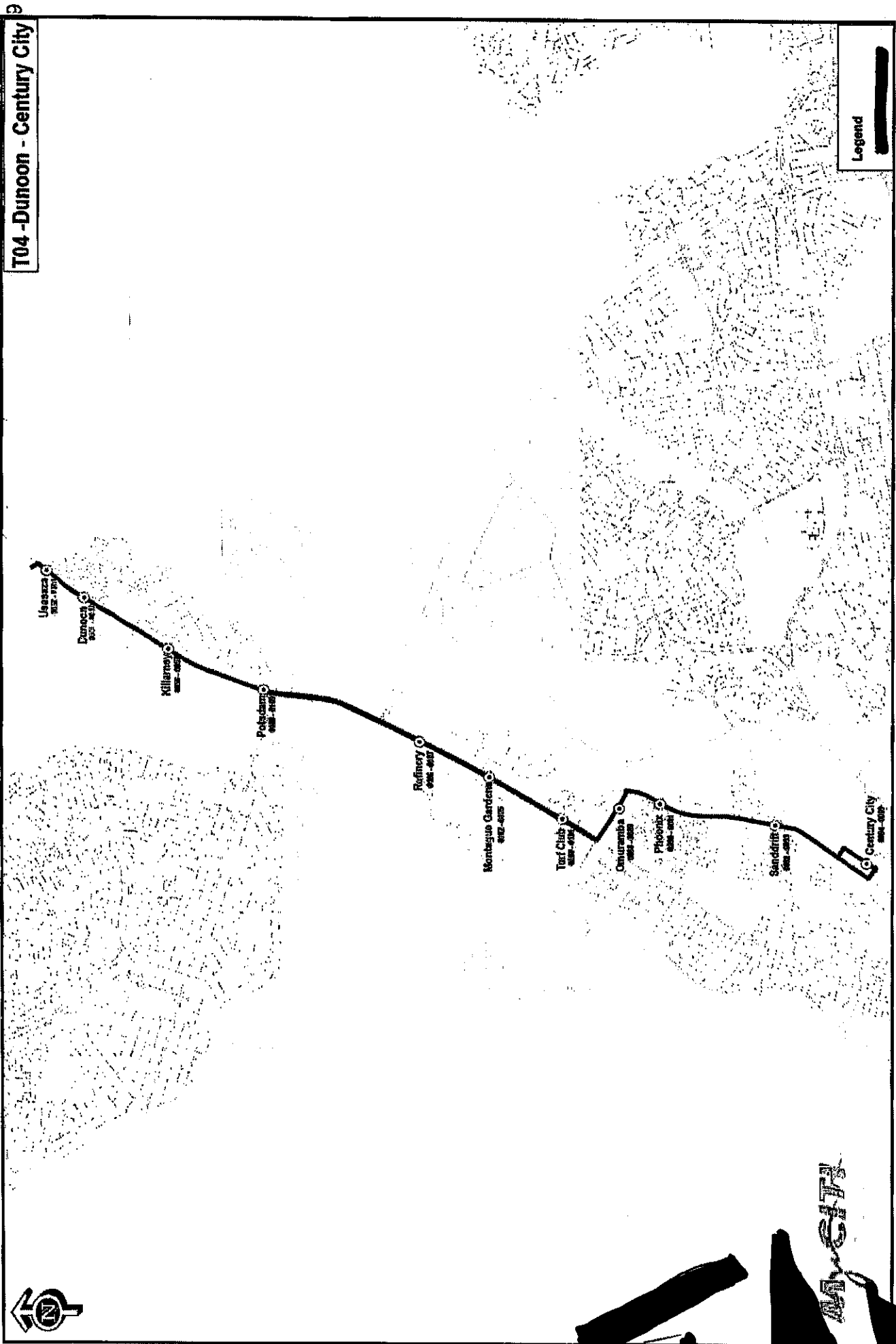












1000-1100

Table B2. Stations, Compulsory Stops and timing points

COMPULSORY STOPS AND TIMING POINTS – PHASE 1			
Route	Station / Stop	Compulsory Stop	Timing Point
T01 - Waterfront - Civic Centre - Table View - Du Noon	Waterfront	✓	✓
	Granger Bay	✓	
	Stadium	✓	
	Thibault Square	✓	
	Civic Centre	✓	✓
	Woodstock	✓	
	Paarden Eiland	✓	
	Neptune	✓	
	Section	✓	
	Vrystaat	✓	
	Zoarvlei	✓	
	Lagoon Beach	✓	
	Woodbridge	✓	
	Milnerton	✓	
	Racecourse	✓	
	Sunset Beach	✓	
	Table View	✓	✓
	Grey	✓	
	Janssens	✓	
	Wood	✓	
	Circle	✓	
	Potsdam	✓	
	Killarney	✓	
	Du Noon	✓	
	Usasaza	✓	✓
T02 - Atlantis - Table View - Civic Centre	Atlantis	✓	✓
	Melkbosstrand	✓	✓
	Sandown	✓	
	Porterfield	✓	
	Table View	✓	✓
	Sunset Beach	✓	
	Racecourse	✓	
	Milnerton	✓	
	Woodbridge	✓	
	Lagoon Beach	✓	



Route	Station / Stop	Compulsory Stop	Timing Point
	Zoarvlei	✓	
	Vrystaat	✓	
	Section	✓	
	Neptune	✓	
	Paarden Eiland	✓	
	Woodstock	✓	
	Civic Centre	✓	✓
T03 - Atlantis - Table View - Century City	Atlantis	✓	✓
	Melkbosstrand	✓	✓
	Sandown	✓	
	Porterfield	✓	
	Table View	✓	✓
	Sunset Beach	✓	
	Racecourse	✓	
	Royal Ascot	✓	
	Omuramba	✓	
	Century City	✓	✓
T04 - Du Noon - Montague Gardens - Century City	Usasaza	✓	✓
	Du Noon	✓	
	Killarney	✓	
	Potsdam	✓	
	Refinery	✓	
	Montague	✓	
	Turfclub	✓	
	Omuramba	✓	
	Joe Slovo	✓	
	Sanddrift	✓	
	Century City	✓	✓
A01 - Airport - Civic Centre - Waterfront	Airport	✓	✓
	Civic Centre	✓	✓
	Thibault Square	✓	
	Stadium	✓	
	Granger Bay	✓	
	Waterfront	✓	✓
101 - Civic Centre - Gardens - Vredehoek	Civic Centre	✓	✓
	Gardens	✓	✓



Route	Station / Stop	Compulsory Stop	Timing Point
102 - Salt River - Woodstock - Zonnebloem - CBD - Civic Centre	Salt River Rail	✓	✓
	Adderley	✓	✓
	Institute for the Blind	✓	
	Civic Centre	✓	✓
103 - Civic Centre - Gardens - Oranjezicht	Gardens	✓	✓
	Adderley	✓	✓
	Civic Centre	✓	✓
104 - Sea Point - Waterfront (Breakwater Boulevard) - Civic Centre	Sea Point	✓	✓
	Waterfront	✓	✓
	Civic Centre	✓	✓
105 - Sea Point - Fresnaye - CBD - Civic Centre	Sea Point	✓	✓
	Adderley	✓	✓
	Civic Centre	✓	✓
106 - Waterfront Silo (Clock Tower) - Civic Centre - Camps Bay (clockwise)	Waterfront Silo	✓	✓
	Civic Centre	✓	✓
	Adderley	✓	✓
	Camps Bay	✓	✓
107 - Waterfront Silo (Clock Tower) - Civic Centre - Camps Bay (anticlockwise)	Waterfront Silo	✓	✓
	Civic Centre	✓	✓
	Adderley	✓	✓
	Camps Bay	✓	✓
108 - Hout Bay Beach - Hangberg - Hout Bay - Sea Point - CBD - Civic Centre	Hangberg	✓	✓
	Hout Bay	✓	✓
	Bakoven	✓	
	Sea Point	✓	✓
	Adderley	✓	✓
	Civic Centre	✓	✓
109 - Hout Bay Beach - Imizamo Yethu - Sea Point - CBD - Civic Centre	Hout Bay	✓	✓
	Bakoven	✓	
	Sea Point	✓	✓
	Adderley	✓	✓
	Civic Centre	✓	✓
213 - Sunningdale - Table View - West Beach	Blaauwberg Hospital	✓	✓
	Table View	✓	✓
	Tryall	✓	

Route	Station / Stop	Compulsory Stop	Timing Point
214 - Big Bay - Table View - Parklands	Cormorant	✓	✓
	Table View	✓	✓
	Parklands Main North	✓	✓
215 - Sunningdale - Gie Road - Wood	Blaauwberg Hospital	✓	✓
	Wood	✓	✓
216 - Sunningdale - Wood Drive - Table View	Blaauwberg Hospital	✓	✓
	Wood	✓	✓
230 - Duynfontein - Melkbos - Atlantis	Duynfontein	✓	✓
	Melkbosstrand	✓	✓
231 - Atlantis - Atlantis Industria East	Atlantis	✓	✓
	Louwtjie Rothman	✓	✓
232 - Atlantis - Avondale - Protea Park - Atlantis Industria West	Atlantis	✓	✓
	Atlantis Industrial	✓	✓
233 - Atlantis - Saxonsea	Atlantis	✓	✓
	Saxonsea	✓	✓
234 - Atlantis - Mamre	Atlantis	✓	✓
	Mamre	✓	✓
235 - Atlantis - Pella	Pella North Terminus	✓	✓
	Atlantis	✓	✓
236 - Atlantis - Sherwood	Atlantis	✓	✓
	Sherwood	✓	✓
237 - Atlantis - Robinvale	Atlantis	✓	✓
	Robinvale	✓	✓
238 - Atlantis - Witsands	Atlantis	✓	✓
	Witsands	✓	✓
239 - Atlantis - Melkbos - Big Bay	Atlantis	✓	✓
	Melkbosstrand	✓	✓
	Big Bay	✓	✓
250 - Du Noon - Century City	Usasaza	✓	✓
	Century City	✓	✓
251 - Montague Gardens - Century City	Omuramba	✓	✓
	Century City	✓	✓
	Century City Rail	✓	✓

Route	Station / Stop	Compulsory Stop	Timing Point
260 - Richwood - Century City	Woodlands	✓	✓
	Century City	✓	✓
	Century City Rail	✓	✓
261 - Salt River - Montague Gardens	Salt River Rail	✓	✓
	Omuramba	✓	✓
262- Century City - Edgemoor	Century City Rail	✓	✓
263 - Summer Greens - Century City	Shearer Green	✓	✓
	Century City Rail	✓	✓
252 - Dunoon	Usasaza Street	✓	✓
	Dunoon PTI	✓	✓
110 - Bo Kaap - CBD - Lower District Six - University Estate	Wale Street	✓	✓
	Ritchie Street	✓	✓
111 - Tamboerskloof - Kloof Street	Kloof Street (Cnr Park St)	✓	✓
	Kloof Street (Cnr Tamboerskloof)	✓	✓
112 - Gardens - Upper Vredehoek - Highlands Estate - Gardens	Virginia Avenue	✓	✓
	Virginia Avenue	✓	✓
113 - Fresnaye - Green Point via Ocean View Drive	Avenue Fresnaye	✓	✓
	Skye Way	✓	✓
114 - Upper Oranjezicht Loop	Molteno Road	✓	✓
	Molteno Road	✓	✓
240 - Atlantis - Beacon Hill	Wesfleur Circle (Shell garage)	✓	✓
	Wesfleur Circle (Shell garage)	✓	✓

VEHICLES



2. Vehicles

2.1 Initial Fleet and Remaining Vehicles

The Initial Fleet that is to be transferred to the Operator is shown in Table B3 [REDACTED] and Table B4 [REDACTED]. The [REDACTED] comprises Vehicles procured through two orders as shown in the tables. In general, the [REDACTED] is considered to be the "Trunk Vehicles" whilst the [REDACTED] is considered to be the "Feeder Vehicles" although a Service Notice may be issued requiring the Operator to operate a Trunk Vehicle in a Feeder Route environment and / or a Feeder Vehicle in a Trunk Route environment.

Table B3. Initial Fleet: [REDACTED]

Fleet no	Registration No.	Chassis Number	Engine Number
1st Batch			
C2	[REDACTED]	[REDACTED]	[REDACTED]
C5	[REDACTED]	[REDACTED]	[REDACTED]
C6	[REDACTED]	[REDACTED]	[REDACTED]
C7	[REDACTED]	[REDACTED]	[REDACTED]
C9	[REDACTED]	[REDACTED]	[REDACTED]
C11	[REDACTED]	[REDACTED]	[REDACTED]
C12	[REDACTED]	[REDACTED]	[REDACTED]
C13	[REDACTED]	[REDACTED]	[REDACTED]
C14	[REDACTED]	[REDACTED]	[REDACTED]
C18	[REDACTED]	[REDACTED]	[REDACTED]
C19	[REDACTED]	[REDACTED]	[REDACTED]
C20	[REDACTED]	[REDACTED]	[REDACTED]
C21	[REDACTED]	[REDACTED]	[REDACTED]
C22	[REDACTED]	[REDACTED]	[REDACTED]
C23	[REDACTED]	[REDACTED]	[REDACTED]
C24	[REDACTED]	[REDACTED]	[REDACTED]
C26	[REDACTED]	[REDACTED]	[REDACTED]
C27	[REDACTED]	[REDACTED]	[REDACTED]
C28	[REDACTED]	[REDACTED]	[REDACTED]
2nd Batch			
C29	[REDACTED]	[REDACTED]	[REDACTED]
C30	[REDACTED]	[REDACTED]	[REDACTED]
C31	[REDACTED]	[REDACTED]	[REDACTED]

Table B3: Initial Fleet () (cont)

Fleet no	Registration No.	Chassis Number	Engine Number
1st Batch			
B1			
B2			
B3			
B4			
B5			
B6			
B7			
C3			
C4			
C15			
Second batch			
C36			
C37			
C38			
Fleet no	Registration No.	Chassis Number	Engine Number
1st Batch			
A1 - 1011			
A2 - 1012			
A3 - 1013			
A4 - 1014			
A5 - 1015			
A6 - 1016			
A7 - 1017			
A8 - 1018			
C1 - 1201			
C8 - 1202			
C10 - 1203			
C16 - 1204			
C17 - 1205			
2nd Batch			
C32 - 1206			
C33 - 1207			
C34 - 1208			
C35 - 1209			

Table B4. Initial Fleet: [REDACTED]

New Fleet No	Registration No	Body No	Engine No	Operator
D 101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 102	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 103	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 104	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 105	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 106	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 107	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 108	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 109	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 110	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 111	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 112	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 113	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 114	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 115	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 117	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 118	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 119	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 120	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 121	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 122	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 123	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 124	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 125	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 126	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 127	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 128	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 129	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 130	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 131	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D 132	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table B4. Initial Fleet: (cont)

New Fleet No	Registration No	Body No	Engine No	Operator
D 133				
D 134				
D 138				
D 139				
D 140				
D 141				
D 142				
D 143				
D 144				
D 145				
D 146				
D 201				
D 202				
D 203				
D 204				
D 205				
D 206				
D 207				
D 208				
D 209				
D 301				
D 302				
D 303				
D 304				
D 305				
D 306				
D 307				
D 308				
D 309				
D 310				
D 311				

Table B4 (continued)

New Fleet No	Registration No	Body No	Engine No	Operator
D 312				
D 313				
D 314				
D 315				
D 316				
D 317				
D 318				
D 319				
D 320				
D 321				
D 323				
D 324				
D 325				
D 326				
D 327				
D 328				
D 329				
D 330				
D 331				
D 332				
D 333				
D 334				
D 335				
D 336				
D 337				
D 338				
D 339				
D 340				
D 341				
D 342				
D 343				

Table B4 (continued)

New Fleet No	Registration No	Body No	Engine No	Operator
D 344				
D 345				
D 346				
D 347				
D 348				
D 349				
D 350				
D 351				
D 352				
D 353				
D 354				
D 355				
D 356				
D 357				
D 358				
D 359				
D 360				
D 361				
D 362				
D 363				
D 364				
D 365				
D 366				
D 367				
D 368				
D 369				
D 370				
D 371				
D 372				
D 373				
D 374				



Table B4 (continued)

New Fleet No	Registration No	Body No	Engine No	Operator
D 147				
D 148				
D 149				
D 150				
D 151				
D 152				
Plus the indicative additional Vehicles yet to be allocated to result in the following appropriate fleet sizes as set out in Table 2 in the Operator Specific Schedule.				

The City is engaged in a tender process to procure the Remaining Vehicles which will be allocated between the different Operators by Service Notice in due course.

Table B5: A summary of the indicative Vehicle allocations is provided Table 2 in the Operator Specific Schedule.

2.2 Types of City Vehicles

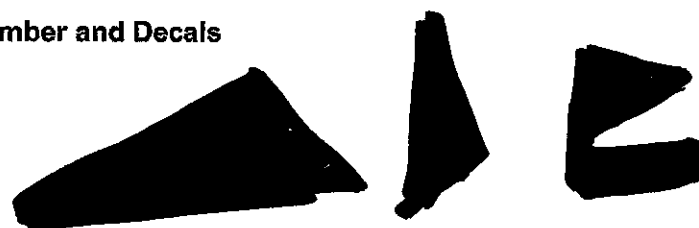
City Vehicles comprise the types shown in **Table B6**.

Table B6. Types of City Vehicles

Type of Vehicle	Make	Capacity		Number of Passenger Doors		Engine Position and Output
		Seat	Stand	LHS	RHS	
High Floor 18 m Articulated		58	72	1	3	Mid/Rear (340 hp)
High Floor 12 m rigid (Basic)		44	41	1	2	Rear (290 hp)
High Floor 12 m rigid (Airport)		36	43	1	2	Rear (290 hp)
Low Entry 9 m Rigid		25	25	1	1	Rear (200 hp.)

The door and ramp/bridge configuration of City Vehicles is such that it provides level boarding at the Stations and Stops within the MyCiti system. Emission Standards are EURO IV. Permissible axle masses are in accordance with legislation.

2.3 Unique Identification Fleet Number and Decals



The unique identification fleet number as referred to in the Operator Agreement shall be displayed at the locations shown in **Figures B2 to B4**, or as directed by the City from time to time.

Other decals Indicated in **Figures B2 to B4** shall be installed by the City or its contractors and may be amended or replaced by the City or its contractors at its election. However, after installation, the Operator shall maintain the relevant decals in as far as these have deteriorated due to any reason, including the impact of cleaning by the Operator or vandalism.



Figure B2. 18 m

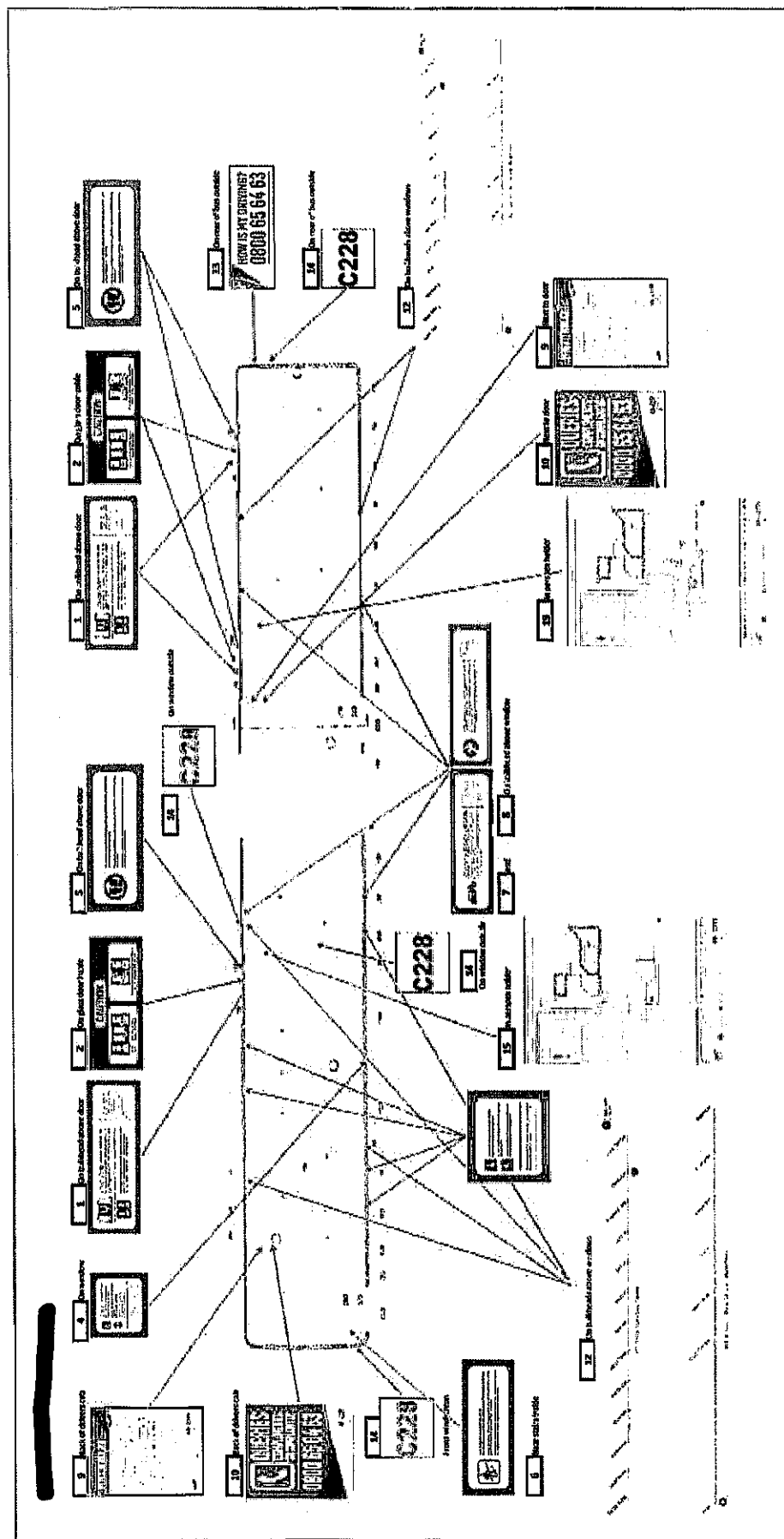


Figure B3. 12 m

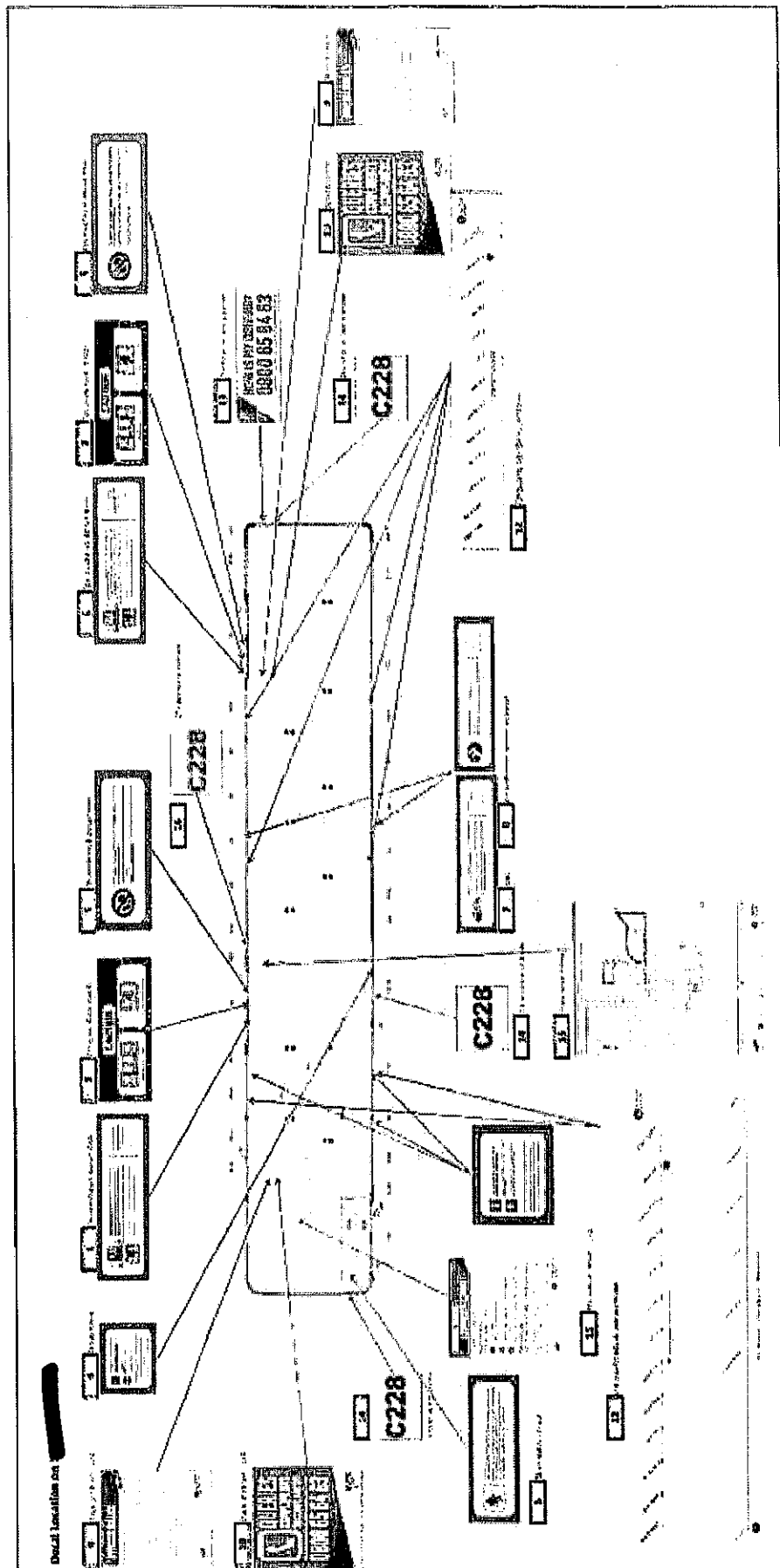
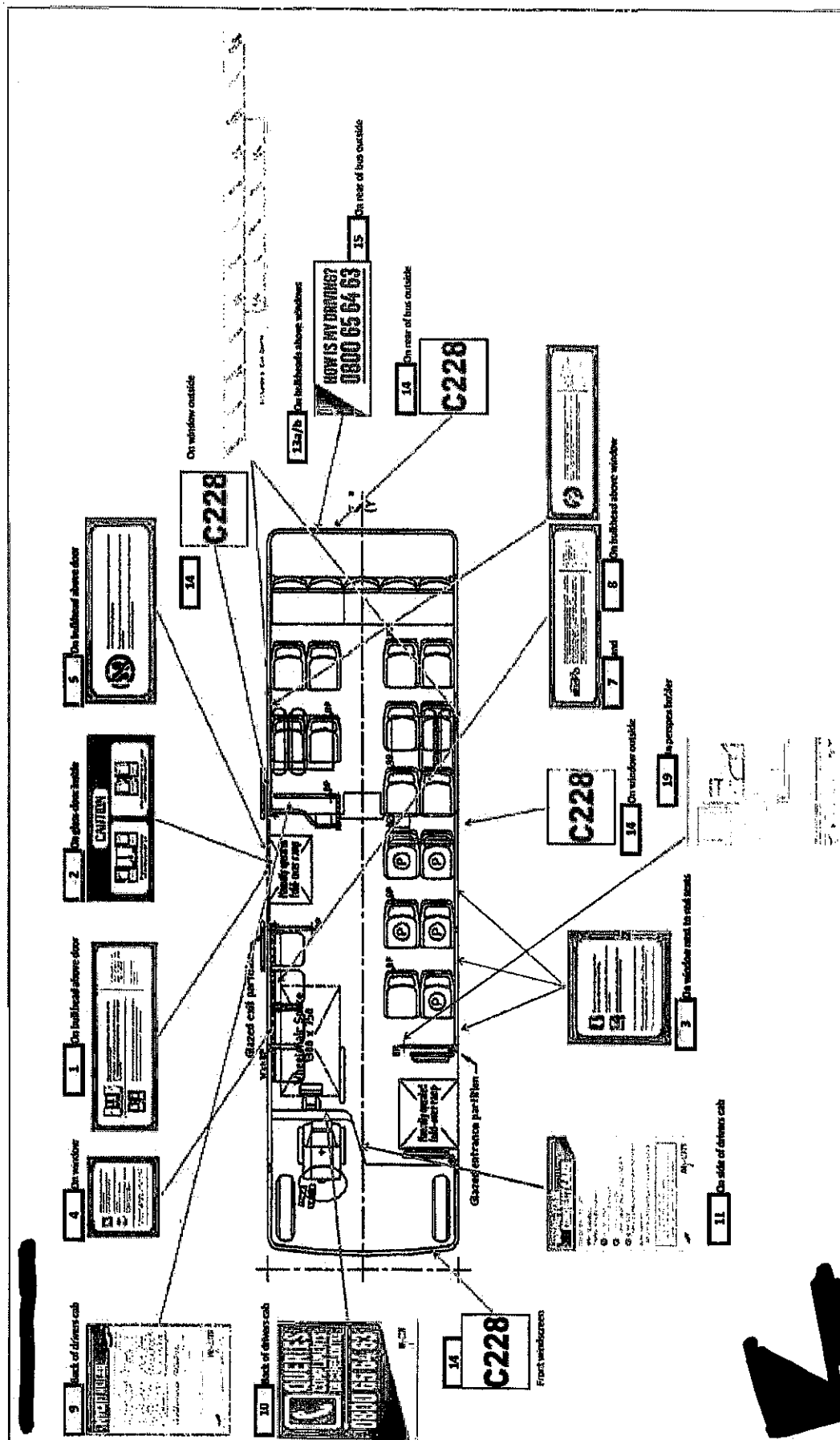


Figure B4. 9 m



2.4 Vehicle Supplier's Warranty and Preventative Maintenance Plans

2.4.1 Vehicle Supplier's Warranty and Preventative Maintenance Plans

The Vehicle Supplier's warranty on each type and the date of procurement of City Vehicles is given in **Table B7** together with information on its associated Preventive Maintenance (PM) Plan.

The Operator is responsible for all Daily / Pre-trip Inspections. All other inspections and services are the responsibility of the Vehicle Supplier as part of its Preventative Maintenance Plan which work will be performed in accordance with its recommendations which may vary from time to time.

The Operator shall present the Initial Fleet of City Vehicles to the Vehicle Supplier to service in accordance with the Vehicle Supplier's recommendations as given in **Table [REDACTED]** and **[REDACTED]** unless otherwise agreed in writing with the City.

Table B8a. [REDACTED]

Type of Service	Frequency	Standard Service Time Frame (Monday – Friday)	
		Chassis	Body
B7R - Basic	15 000 km	6 hours	4 hours
B7R – Annual	Annual	8 hours	4 hours
B12M – Basic	15 000 km	8 hours	4 hours
B12M – Annual	Annual	16 hours	4 hours
Location of Service:		[REDACTED]	

Table B8b. [REDACTED]

Type of Service	Frequency	Standard Service Time Frame
A	6 – weekly	06h00 – 17h00 (M – F)
B	24 – weekly	06h00 – 17h00 (M – F)
C	48 – weekly	06h00 – 17h00 (M – F)
Location of Service:		[REDACTED]

The contents, intervals and Standard Service Time Frames of the services may be varied by the Operator in consultation with the City or by the City in consultation with the Operator and confirmed by the City within a Service Notice.

The operator will receive free of charge from [REDACTED] the following tyres and spare parts for each Vehicle after which the Operator will be liable for the cost of subsequent replacements:

- 1 set of tyres (6 tyres)
- 1 set of brake pads (4 units)
- 1 set of brake discs (4 units)

[REDACTED] will return used tyre casings to the Operator.

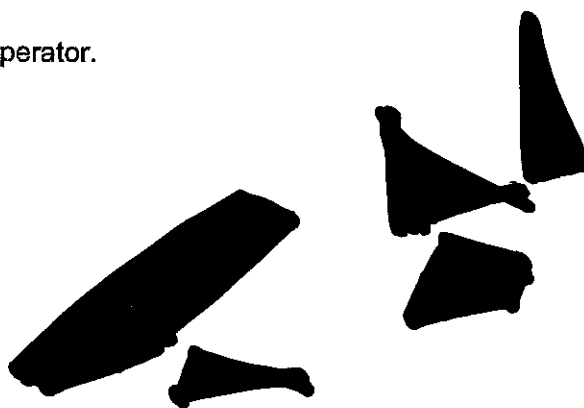


Table B7. Vehicle Supplier's Warranty and Preventative Maintenance Plan

Vehicle Acquisition	High Floor 18 m articulated (Initial order of 30 buses)	High Floor 12 m Rigid (basic) (2nd Batch of 40 buses)	Low Entry 9 m Rigid (Initial order 180 + 31 buses)	High Floor 18 m articulated	High Floor 12 m Rigid
Vehicle Type	High Floor 18 m articulated	High Floor 12 m Rigid (basic and airport)	Low Entry 9 m Rigid	High Floor 18 m articulated	High Floor 12 m Rigid
Chassis model					
Body model					
Number ordered	8	35 (one Vehicle subsequently written off)	10		
Supplier					
Date acquired	April – May 2010	April – May 2010	February – March 2012	Delivery in progress. Balance to be delivered over 12/13 months	
Warranty	1 year	1 year	1 year	Complete Vehicle = 3 years or 240 000 km except • Subsystem = 2 years or 160 000 km • Load bearing members = 12 years or 1 000 000 km	Complete Vehicle = 3 years or 240 000 km except • Subsystem = 2 years or 160 000 km • Load bearing members = 12 years or 1 000 000 km
Maintenance Plan/OME Service Plan	OEM Maintenance plan on chassis and bodywork components terminates on 30 June 2013. Contract to be extended by the City to the Commencement Date of the Operator's Agreement with one month's notice	OEM Maintenance plan on chassis terminates on 31 March 2015. Maintenance plan on Super structure terminates on 30 June 2013. Contract to be extended by the City to the Commencement Date of the Operator's Agreement with one month's notice	OEM 3 year or 240 000 km service and maintenance plan on chassis and body work. The City will extend the Initial Maintenance Period to 5 years with either or another maintenance service provider with an option to extend to 6 years should the City elect to tender the work	None	None
OEM performance penalty	Performance penalty: Extension to maintenance plan (i.e. non-financial)			Performance penalty: extension to maintenance plan (i.e. non-financial)	Penalties for late delivery of spare parts (R500 - R3500 per day, or half of this per half day)
Service/repair location					

Table B7. Vehicle Supplier's Warranty and Preventative Maintenance Plan (cont)

Vehicle Acquisition	[REDACTED] (Initial order of 43 buses)		[REDACTED] (2nd Batch of 10 buses)		[REDACTED] (Initial order 190 + 31 buses)	[REDACTED]
Vehicle Type	High Floor 18 m articulated	High Floor 12 m Rigid (basic and airport)	High Floor 12 m Rigid (basic)		High Floor 18 m articulated	High Floor 12 m Rigid
Breakdown and attendance	Operator to report breakdown to Control Centre					Operator to attend
Puncture repair	Operator is responsible to repair and/or replace tyres					Operator to attend
Notes:						
"Subsystems" comprise destination signs, heating and ventilating units, ramp / bridge systems, passenger seating excluding upholstery, surveillance system cameras and associated systems and, if installed, AC unit and compressor, auxiliary fuel filter, retractable step and on-board passenger entry / exit control gate ('12 m rigid bus)						

2.4.2 Key Performance Indicators and Maintenance Reports

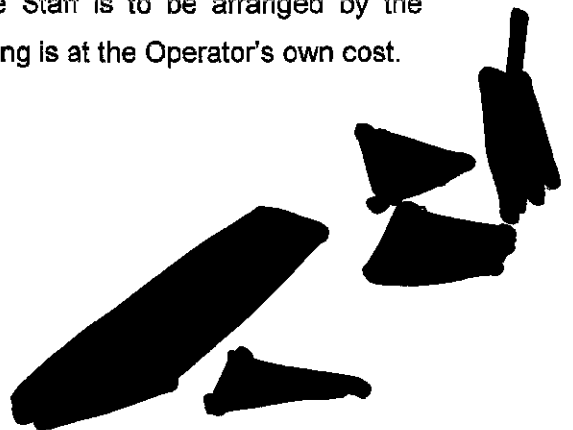
The Operator is to furnish the City with the Key Performance Indicator information shown in **Table B9** pertaining to preventative maintenance operations performed on the City Vehicles by the relevant Vehicle Supplier or itself during the period of the Preventative Maintenance Plan. The information is to be submitted to the City's Transport Controller on a monthly basis together with a maintenance report detailing all maintenance and repair activities carried out on each City Vehicle during that month. The information is to be submitted to the Transport Controller before the tenth day of the following month.

Table B9. Key Performance Indicators

Key Performance Indicator	Target	Calculated
Fleet availability (per type of Vehicle)	93%	Serviceable number of Vehicles of a specific type available at any time: being the available Vehicles of that type as a proportion of the full fleet size of such Vehicle type

2.5 Training of Vehicle Maintenance Staff by City

All product training for the Operator's Maintenance Staff is to be arranged by the Operator with the Vehicle Supplier. Payment for training is at the Operator's own cost.



2.6 Responsibilities for Scheduled Services, Maintenance and Repairs of City Vehicles Upon Expiry of Vehicle Supplier's Maintenance Plans

Upon expiry of the Maintenance Plan of the relevant Vehicle Supplier, the Operator shall, for the duration of this Agreement, be responsible for the daily / pre-Trip inspections, scheduled Services, maintenance and repair (bodywork and chassis) of the City Vehicles allocated to it and shall continue to furnish the City with the Key Performance Indicators and maintenance reports as required from it during the period of the Preventative Maintenance Plan. The expected dates of expiry of the Vehicle Maintenance Agreements are provided in **Tables B10a to B10c**, however, the City undertakes to procure maintenance for a further 2 years (with the same or another maintenance service provider) with an option to extend for a further year should the City elect to tender the work.

Table B10a: [REDACTED]

Optares		Deemed Date	Date Maintenance
Fleet Nr	Registration Nr	Maintenance Agreement Commences	Contract Ends (3 year contract)
D101	[REDACTED]	[REDACTED]	[REDACTED]
D102	[REDACTED]	[REDACTED]	[REDACTED]
D103	[REDACTED]	[REDACTED]	[REDACTED]
D104	[REDACTED]	[REDACTED]	[REDACTED]
D105	[REDACTED]	[REDACTED]	[REDACTED]
D106	[REDACTED]	[REDACTED]	[REDACTED]
D107	[REDACTED]	[REDACTED]	[REDACTED]
D108	[REDACTED]	[REDACTED]	[REDACTED]
D109	[REDACTED]	[REDACTED]	[REDACTED]
D129	[REDACTED]	[REDACTED]	[REDACTED]
D130	[REDACTED]	[REDACTED]	[REDACTED]
D113	[REDACTED]	[REDACTED]	[REDACTED]
D114	[REDACTED]	[REDACTED]	[REDACTED]
D115	[REDACTED]	[REDACTED]	[REDACTED]
D116	[REDACTED]	[REDACTED]	[REDACTED]
D118	[REDACTED]	[REDACTED]	[REDACTED]
D119	[REDACTED]	[REDACTED]	[REDACTED]
D120	[REDACTED]	[REDACTED]	[REDACTED]
D122	[REDACTED]	[REDACTED]	[REDACTED]
D123	[REDACTED]	[REDACTED]	[REDACTED]
D124	[REDACTED]	[REDACTED]	[REDACTED]
D126	[REDACTED]	[REDACTED]	[REDACTED]
D127	[REDACTED]	[REDACTED]	[REDACTED]
D131	[REDACTED]	[REDACTED]	[REDACTED]
D132	[REDACTED]	[REDACTED]	[REDACTED]
D139	[REDACTED]	[REDACTED]	[REDACTED]
D138	[REDACTED]	[REDACTED]	[REDACTED]
D140	[REDACTED]	[REDACTED]	[REDACTED]
D141	[REDACTED]	[REDACTED]	[REDACTED]
D144	[REDACTED]	[REDACTED]	[REDACTED]

D146			
D147			
D148			
D149			
D150			
D151			
D152			
D110			
D111			
D112			
D117			
D121			
D125			
D128			
D133			
D134			
D142			
D143			
D145			

Table B10b:

Optares		Deemed Date	Date Maintenance
Fleet Nr	Registration Nr	Maintenance Agreement Commences	Contract Ends (3 year contract)
D201			
D202			
D203			
D204			
D205			
D206			
D207			
D208			
D209			

Table B10c:

Optares		Deemed Date	Date Maintenance
Fleet Nr	Registration Nr	Maintenance Agreement Commences	Contract Ends (3 year contract)
D301			
D302			
D303			
D304			
D305			
D306			
D307			
D308			
D309			
D310			

D311	
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D364	

D365	
D366	
D367	
D368	
D369	
D370	
D371	
D372	
D373	
D374	

Note: Vehicles not included in the above tables have not yet been allocated to Operators and deemed dates are not yet available.

The Operator shall service the Initial Fleet of City Vehicles in accordance with the Vehicle Supplier's recommendations as given in **Table B11** and the following pages unless otherwise agreed in writing with the City. The location of the service is to be agreed with the City.

The Operator shall inspect the bodywork and report to the Transport Controller all damage on a daily basis and how it intends to repair that damage.

Table B11 – Service Intervals

Service (Body and chassis)		Frequency	
Service (Body and chassis)		Frequency	
B7R – Basic	15 000 km	A	6 weeks
B7R – Annual	Annual		
B12M – Basic	15 000 km	B	24 weeks
B12M – Annual	Annual		
		C	48 weeks

The contents and intervals of the services may be varied by the Operator in consultation with the City and confirmed by the City within a Service Notice.

The Operator shall also be responsible to service, maintain and repair the Remaining Vehicles upon expiry of any Maintenance Plan that the City may have entered into with the Vehicle Supplier. The contents and frequency for these services will be agreed by the City and Operator prior to the expiry of any Maintenance Plan.

IMPACT 3.0

Basic service

City	Cape Town	Customer	
Date	11/01/2013	Address	
Repair Order No.			
Mileage		Model	
Chassis ID		Engine	
Vehicle Registration No.		Axle Configuration	4*2

☒ Repaired, Without notes	☐ 1 Repair recommended	☐ 2 Repair immediately	☐ - Not applicable
---	---	---	---

Lubrication, oil and fluid level checks

- ☐ 1 Check oil level in rear axle
- ☐ 2 Check oil level for power steering
- ☐ 3 Check fluid level in clutch fluid reservoir
- ☐ 4 Check coolant frost protection and fluid level
- ☐ 5 Check fluid levels in windscreen and headlamp washer reservoir
- ☐ 6 Check air drier
- ☐ 7 Lubrication of battery box
- ☐ 8 Lubrication of steering axle
- ☐ 9 Check oil level in manual gearbox
- ☐ 10 Check oil level in automatic transmission

Check at drivers position

- ☐ 11 Check warning and control lamps
- ☐ 12 Check fault codes in the vehicle control units
- ☐ 13 Function check of parking heater
- ☐ 14 Start of engine and check of starter element
- ☐ 15 Check pressure regulator cut out and cut in pressure
- ☐ 16 Check compressor function and condition
- ☐ 17 Check pressure drop in compressed air system
- ☐ 18 Check parking brake and blocking valve
- ☐ 19 Check gear shift linkage and clutch pedal
- ☐ 20 Check brake pedal and foot brake valve
- ☐ 21 Driver seat
- ☐ 22 Check retarder control
- ☐ 23 Wall panels
- ☐ 24 Remaining equipment
- ☐ 25 Passenger seats
- ☐ 26 Roof hatches, emergency hammer
- ☐ 27 Safety equipment, first aid package, warning triangle, warning plates
- ☐ 28 Remaining Safety Equipment

External checks

- ☐ 29 Function check lighting
- ☐ 30 Check rear view mirrors and reflectors
- ☐ 31 Function check of wipers and washers
- ☐ 32 Check fuse boxes, battery box and engine
- ☐ 33 Check ground points chassis, frame and body
- ☐ 34 Check batteries - dirt, leakage, attachment, fluid level, connections and battery box
- ☐ 35 Check fuel tank, hoses, air vent pipe and mountings
- ☐ 36 Check water separator for fuel system, draining of condensating water

1 / 3

IMPACT 3.0

- [] 37 Check tyre wear
- [] 38 [REDACTED]
- [] 39 Luggage compartment hatches

Engine bay

- [] 40 Check alternator mounting
- [] 41 Check of electrical connections and cables for alternator, starter motor and preheating unit
- [] 42 Check fire alarm sensor
- [] 43 Check drive belts and belt tensioners
- [] 44 Check drive shaft for alternator and AC unit
- [] 45 Check radiator mountings
- [] 46 Check sealing on engine
- [] 47 Check fuel lines
- [] 48 Check for exhaust leakage
- [] 49 Check air pipe between air intake and turbocharger
- [] 50 Check engine sound baffles

Front suspension, steering gear

- [] 51 Check sealing on servo pump, oil connections, oil hoses and steering gear
- [] 52 Check steering link system
- [] 53 Check front wheels
- [] 54 Check axial play, V-stay
- [] 55 Check V-stay and reaction rod
- [] 56 Check cross stay and reaction rod

Check underneath the vehicle

- [] 57 Check sealing on gearbox, check wiring
- [] 58 Check transmission ventilation
- [] 59 Check sealing on rear axle
- [] 60 Check bearing clearance in the pinion and rear axle input shaft
- [] 61 Check rear axle ventilation
- [] 62 Check exhaust pipe and silencer or particulate filter
- [] 63 Check brake linings/brake pads
- [] 64 Check brake lever travel
- [] 65 Check clutch hydraulic and pneumatic control system
- [] 66 Check brake discs and brake calipers

Road test

- [] 67 Check after start
- [] 68 Check during test drive
- [] 69 Check after test drive
- [] 70 Finish

Clutch

x1	
x2	
y	

Battery status

Battery	Test code
Inner/front battery	
Outer/rear battery	

IMPACT 3.0

Brakes and tires

Note down the values in the rectangles below, starting with the cab and moving towards the rear of the vehicle									
Brake linings, thickness measured in mm	Right								
	Left								
Brake levers - stroke measured in mm	Right								
	Left								
Notes on tyre wear	Right								
	Left								

No.	Action
-----	--------



IMPACT 3.0

Annual service

City	Cape Town	Customer	
Date	11/01/2013	Address	
Repair Order No.			
Mileage		Model	
Chassis ID		Engine	
Vehicle Registration No.		Axis Configuration	4*2

☒ Repaired, without notes	☐ 1 Repair recommended	☐ 2 Repair immediately	☐ - Not applicable
---	---	---	---

Lubrication, oil and fluid level checks

- ☐ 1 Check oil level in rear axle
- ☐ 2 Check oil level for power steering
- ☐ 3 Check fluid level in clutch fluid reservoir
- ☐ 4 Check coolant frost protection and fluid level
- ☐ 5 Check fluid levels in windscreen and headlamp washer reservoir
- ☐ 6 Check air drier
- ☐ 7 Lubrication of battery box
- ☐ 8 Lubrication of steering axle
- ☐ 9 Check oil level in manual gearbox
- ☐ 10 Check oil level in automatic transmission

Check at drivers position

- ☐ 11 Check warning and control lamps
- ☐ 12 Check fault codes in the vehicle control units
- ☐ 13 Function check of parking heater
- ☐ 14 Start of engine and check of starter element
- ☐ 15 Check pressure regulator cut out and cut in pressure
- ☐ 16 Check compressor function and condition
- ☐ 17 Check pressure drop in compressed air system
- ☐ 18 Check parking brake and blocking valve
- ☐ 19 Check gear shift linkage and clutch pedal
- ☐ 20 Check brake pedal and foot brake valve
- ☐ 21 Driver seat
- ☐ 22 Check retarder control
- ☐ 23 Wall panels
- ☐ 24 Remaining equipment
- ☐ 25 Passenger seats
- ☐ 26 Roof hatches, emergency hammer
- ☐ 27 Safety equipment, first aid package, warning triangle, warning plates
- ☐ 28 Remaining Safety Equipment

External checks

- ☐ 29 Function check lighting
- ☐ 30 Check fuel tank, hoses, air vent pipe and mountings
- ☐ 31 Check rear view mirrors and reflectors
- ☐ 32 Function check of wipers and washers
- ☐ 33 Check headlamps
- ☐ 34 Check fuse boxes, battery box and engine
- ☐ 35 Check ground points chassis, frame and body
- ☐ 36 Check batteries - dirt, leakage, attachment, fluid level, connections and battery box

IMPACT 3.0

- [] 37 Check water separator for fuel system, draining of condensating water
- [] 38 Draining of fuel tank
- [] 39 Check tyre wear
- [] 40 Check of [REDACTED]
- [] 41 Luggage compartment hatches

Engine bay

- [] 42 Check alternator mounting
- [] 43 Check of electrical connections and cables for alternator, starter motor and preheating unit
- [] 44 Check fire alarm sensor
- [] 45 Check drive belts and belt tensioners
- [] 46 Check drive shaft for alternator and AC unit
- [] 47 Check refrigerant, condenser, pipes and hoses
- [] 48 Check engine mountings
- [] 49 Check radiator fan, bearing tolerance, screw unions, fan shroud and fan ring with rubber seal
- [] 50 Check radiator, charge air cooler, hoses, pipes and air through-flow
- [] 51 Check radiator mountings
- [] 52 Check sealing on engine
- [] 53 Check fuel lines
- [] 54 Check for exhaust leakage
- [] 55 Check air pipe between air intake and turbocharger
- [] 56 Check engine sound baffles

Front suspension, steering gear

- [] 57 Check sealing on servo pump, oil connections, oil hoses and steering gear
- [] 58 Check steering link system
- [] 59 Check front shock absorbers
- [] 60 Check king pin bearings
- [] 61 Check front wheel bearings (unit bearing)
- [] 62 Check front wheels
- [] 63 Check axial play, V-stay
- [] 64 Check V-stay and reaction rod
- [] 65 Check cross stay and reaction rod

Check underneath the vehicle

- [] 66 Check sealing on the speedometer
- [] 67 Check sealing on gearbox, check wiring
- [] 68 Check sound baffle for gearbox
- [] 69 Check transmission ventilation
- [] 70 Check propeller shafts, universal joints, and sliding joints
- [] 71 Check sealing on rear axle
- [] 72 Check bearing clearance in the pinion and rear axle input shaft
- [] 73 Check rear axle ventilation
- [] 74 Check exhaust pipe and silencer or particulate filter
- [] 75 Check anti roll bar
- [] 76 Check rear shock absorber
- [] 77 Check chassis frame and crossmembers
- [] 78 Check rear wheel bearings
- [] 79 Check brake linings/brake pads
- [] 80 Check brake lever travel
- [] 81 Check clutch hydraulic and pneumatic control system
- [] 82 Check airfilter, modulator valve
- [] 83 Check air bellows, level sensors and level valves and air suspension
- [] 84 Check height regulation for air suspension
- [] 85 Check brake cylinders

IMPACT 3.0

[] 86 Check brake discs and brake calipers

Road test

[] 87 Check after start

[] 88 Check during test drive

[] 89 Check after test drive

[] 90 Finish

Clutch

x1	
x2	
y	

Battery status

Battery	Test code
Inner/front battery	
Outer/rear battery	

Brakes and tires

Note down the values in the rectangles below, starting with the cab and moving towards the rear of the vehicle										
Brake linings, thickness measured in mm	Right									
	Left									
Brake levers - stroke measured in mm	Right									
	Left									
Notes on tyre wear	Right									
	Left									

No.	Action
-----	--------

MONTHLY BODY SERVICE AND INSPECTION SHEET

Operator:

Date:

Km
Reading:Reg.
No:Body
Type:

Chassis No:

Body No:

Fleet No:

Technician
Name:Technician
sign:

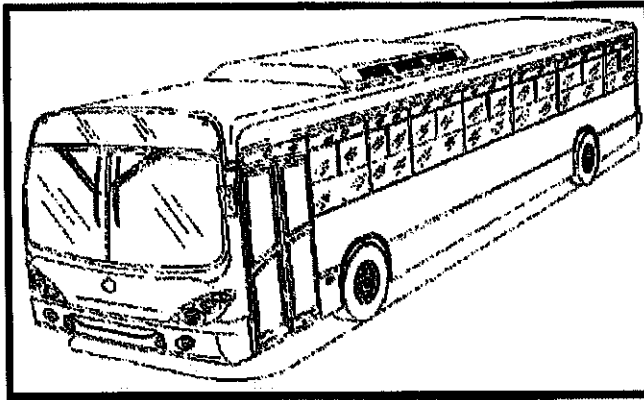
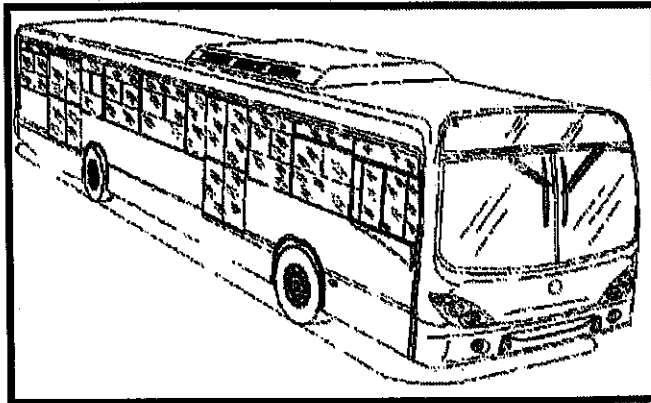
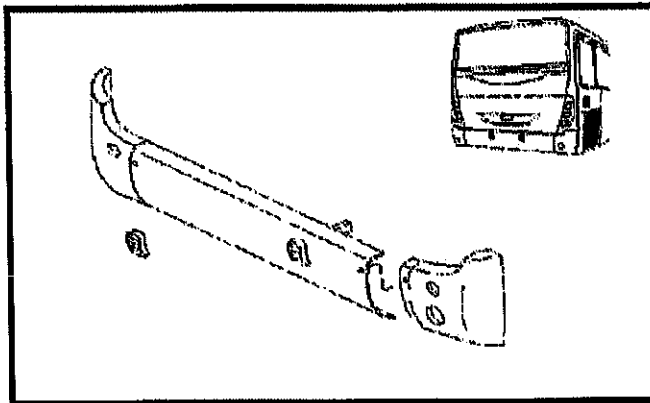
FUNCTION	ACTION	OK	NOT OK
PNEUMATICS	Passenger door cylinders (services)		
	Air supply adjustments		
	Pneumatic fast coupler connectors		
	Pneumatic hoses		
	Cleaning of air reservoirs for body functions		
	Air adjustment and oil refill of air reservoirs for body functions		
	Door flaps / boarding bridge cylinders and associated components		
ELECTRICAL SYSTEM	Relays in the body electrical circuit		
	Fuses in the body electrical circuit		
	Electrical solenoids supply to body pneumatic components		
	Electrical pneumatic door light control switches		
	Cleaning of battery poles and batteries		
	Tightening of battery pole clamps and battery isolator connections		
	Body to chassis interface connectors		
	Wiring isolations		
	Software upgrades/updates on body multiplex & electronic destination boards		
ADJUSTMENT AND LUBRICATION POINTS	Adjustment and lubrication to roof hatches		
	Adjustments and lubrication to all inspection and locker doors		
	Adjustment and lubrication to front grill hinges and rubber stoppers		
	Adjustment and lubrication to passenger and driver door hinges and shafts		
	Adjustment and lubrication to all interior inspection doors and floor lids		
	Adjustment and lubrication to wiper shafts, arms and linkages		
	Adjustments and lubrication to door flaps		
EXTERNAL AND INTERNAL LIGHTS	Headlights globes		
	Indicator and tail globes (Park, marker, indicator, brake, reverse and tail)		
	Headlight adjustment		
	Tightening of headlight and tail mounting screw and bolts		
	Internal florescent tubes		
	Internal florescent light reactors		
	Dashboard switches globes		
Engine lights			

JLK/jlk

FUNCTION	ACTION	OK	NOT OK
WINDSHIELD WIPER SYSTEM	Windscreen wiper blades		
	Lubrication of wiper shafts		
	Adjustment of wiper shafts, linkages and wiper arm fasteners		
WINDSHIELD EXTERNAL GLASS & SIDE PASSENGER WINDOWS	Water leaks to all windows		
	Gutter drains on side passenger windows		
	Side passenger windows slider felts and rubber trims		
	Side passenger window closing latch handles components		
TIGHTENING POINTS AND OTHER FIXTURES	Seats and parcel racks bolts		
	Fronts grill hinges		
	Rear engine door hinges		
	Passenger and driver door mechanisms		
	Covers, inspections doors and latches		
	Front and rear bumpers		
	Grab Rail supports		
	Ceiling air and escape hatch mechanisms		
	Handrail mountings		
DOOR FLAPS	Door rubbers		
	Lubrication to all moving parts		
INTERIOR FLOOR AND SEAT MATERIAL	Electrical micro switches, fuses, relays and solenoids		
	Adjustments point		
	Taralex floor carpeting lifting up (re-glue)		
EXTERIOR PAINT	Taralex floor carpeting moving away under floor beadings or profiles		
	Regarding seats: Seat clips fixing seats to frames; Stitching		
	Fair wear and tear to flooring and seats		
SOUND SYSTEM / CCTV / ELECTRONIC DESTINATION SYSTEMS	Water marks or stains that is manageable by removing with polish		
	Stone chips that are manageable by using the "touch up" method		
	Visible signs of rust		
	Electrical connections		
	RCA pin connectors to sound systems		
NOTES	Speakers and speaker connections		
	CCTV cameras and coaxial pin connectors to CCTV cameras		
	Electronic destination boards mounting bolts		
	Entertainment system		

JLK/jk

2

EXTERIOR PAINT INSPECTION**LEFT & FRONT****RIGHT & FRONT****REAR**

JLK/jlk

3

IMPACT 3.0

Basic service

City	Cape Town	Customer	
Date	11/01/2013	Address	
Repair Order No.			
Mileage		Model	
Chassis ID		Engine	
Vehicle Registration No.		Axle Configuration	

✓ Repaired, without noise	1 Repair recommended	2 Repair immediately	- Not applicable
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Lubrication, oil and fluid level checks

- ☐ 1 Check oil level in rear axle
- ☐ 2 Check oil level for power steering and hydraulic cooling fan
- ☐ 3 Check oil level for power steering
- ☐ 4 Check fluid level in clutch fluid reservoir
- ☐ 5 Check coolant frost protection and fluid level
- ☐ 6 Check fluid levels in windscreen and headlamp washer reservoir
- ☐ 7 Check air drier
- ☐ 8 Lubrication of battery box
- ☐ 9 Lubrication of joint, steered trailer axle
- ☐ 10 Lubrication of bushing steering arm, steered trailer axle
- ☐ 11 Lubrication of bearing housing, steered trailer axle
- ☐ 12 Axle shaft lubrication, alternator and air conditioning
- ☐ 13 Check oil level in manual gearbox
- ☐ 14 Check oil level in automatic transmission

Check at drivers position

- ☐ 15 Check warning and control lamps
- ☐ 16 Check fault codes in the vehicle control units
- ☐ 17 Function check of parking heater
- ☐ 18 Start of engine and check of starter element
- ☐ 19 Check pressure regulator cut out and cut in pressure
- ☐ 20 Check compressor function and condition
- ☐ 21 Check pressure drop in compressed air system
- ☐ 22 Check parking brake and blocking valve
- ☐ 23 Check gear shift linkage and clutch pedal
- ☐ 24 Check brake pedal and foot brake valve
- ☐ 25 Driver seat
- ☐ 26 Check retarder control
- ☐ 27 Wall panels
- ☐ 28 Remaining equipment
- ☐ 29 Passenger seats
- ☐ 30 Roof hatches, emergency hammer
- ☐ 31 Safety equipment, first aid package, warning triangle, warning plates
- ☐ 32 Remaining Safety Equipment

External checks

- ☐ 33 Check fuel tank, hoses, air vent pipe and mountings
- ☐ 34 Function check lighting
- ☐ 35 Check rear view mirrors and reflectors
- ☐ 36 Function check of wipers and washers

IMPACT 3.0

Friday, 11 January 2013

- [] 37 Check fuse boxes, battery box and engine
- [] 38 Check ground points chassis, frame and body
- [] 39 Check batteries - dirt, leakage, attachment, fluid level, connections and battery box
- [] 40 Check water separator for fuel system, draining of condensating water
- [] 41 Check tyre wear
- [] 42 Check of AdBlue system
- [] 43 Luggage compartment hatches

Engine bay

- [] 44 Check alternator mounting
- [] 45 Check of electrical connections and cables for alternator, starter motor and preheating unit
- [] 46 Check fire alarm sensor
- [] 47 Check drive belts and belt tensioners
- [] 48 Check drive shaft for alternator and AC unit
- [] 49 Check radiator mountings
- [] 50 Check sealing on engine
- [] 51 Check fuel lines
- [] 52 Check for exhaust leakage
- [] 53 Check air pipe between air intake and turbocharger
- [] 54 Check engine sound baffles

Front suspension, steering gear

- [] 55 Check sealing on servo pump, oil connections, oil hoses and steering gear
- [] 56 Check steering link system
- [] 57 Check front wheels
- [] 58 Check axial play, V-stay
- [] 59 Check V-stay and reaction rod

Check underneath the vehicle

- [] 60 Check sealing on gearbox, check wiring
- [] 61 Check transmission ventilation
- [] 62 Check sealing on rear axle
- [] 63 Check bearing clearance in the pinion and rear axle input shaft
- [] 64 Check rear axle ventilation
- [] 65 Check exhaust pipe and silencer or particulate filter
- [] 66 Check brake linings/brake pads
- [] 67 Check clutch hydraulic and pneumatic control system
- [] 68 Check brake discs and brake calipers

Road test

- [] 69 Check after start
- [] 70 Check during test drive
- [] 71 Check after test drive
- [] 72 Finish

Clutch

x1	
x2	
y	

Battery status

Battery	Test code
Inner/front battery	
Outer/rear battery	

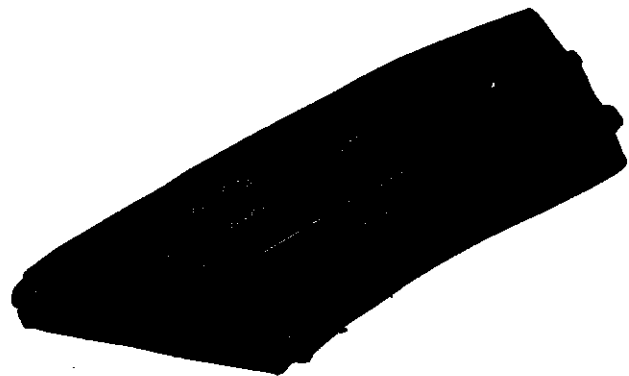
IMPACT 3.0

Friday, 11 January 2013

Brakes and tires

Note down the values in the rectangles below, starting with the cab and moving towards the rear of the vehicle									
Brake linings, thickness measured in mm	Right								
	Left								
Brake levers - stroke measured in mm	Right								
	Left								
Notes on tyre wear	Right								
	Left								

No.	Action



IMPACT 3.0

Annual service

City	Cape Town	Customer	
Date	11/01/2013	Address	
Repair Order No.			
Mileage		Model	
Chassis ID		Engine	
Vehicle Registration No.		Axle Configuration	

☒ Repaired, without notes	☐ 1 Repair recommended	☐ 2 Repair immediately	☐ - Not applicable
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Lubrication, oil and fluid level checks

- ☐ 1 Check oil level in rear axle
- ☐ 2 Check oil level for power steering and hydraulic cooling fan
- ☐ 3 Check oil level for power steering
- ☐ 4 Check fluid level in clutch fluid reservoir
- ☐ 5 Check coolant frost protection and fluid level
- ☐ 6 Check fluid levels in windscreen and headlamp washer reservoir
- ☐ 7 Check air drier
- ☐ 8 Lubrication of battery box
- ☐ 9 Lubrication of joint, steered trailer axle
- ☐ 10 Lubrication of bushing steering arm, steered trailer axle
- ☐ 11 Lubrication of bearing housing, steered trailer axle
- ☐ 12 Axle shaft lubrication, alternator and air conditioning
- ☐ 13 Check oil level in manual gearbox
- ☐ 14 Check oil level in automatic transmission

Check at drivers position

- ☐ 15 Check warning and control lamps
- ☐ 16 Check fault codes in the vehicle control units
- ☐ 17 Function check of parking heater
- ☐ 18 Start of engine and check of starter element
- ☐ 19 Check pressure regulator cut out and cut in pressure
- ☐ 20 Check compressor function and condition
- ☐ 21 Check pressure drop in compressed air system
- ☐ 22 Check parking brake and blocking valve
- ☐ 23 Check gear shift linkage and clutch pedal
- ☐ 24 Check brake pedal and foot brake valve
- ☐ 25 Driver seat
- ☐ 26 Check retarder control
- ☐ 27 Wall panels
- ☐ 28 Remaining equipment
- ☐ 29 Passenger seats
- ☐ 30 Roof hatches, emergency hammer
- ☐ 31 Safety equipment, first aid package, warning triangle, warning plates
- ☐ 32 Remaining Safety Equipment

External checks

- ☐ 33 Function check lighting
- ☐ 34 Check fuel tank, hoses, air vent pipe and mountings
- ☐ 35 Check rear view mirrors and reflectors
- ☐ 36 Function check of wipers and washers

- [] 37 Check headlamps
- [] 38 Check fuse boxes, battery box and engine
- [] 39 Check ground points chassis, frame and body
- [] 40 Check batteries - dirt, leakage, attachment, fluid level, connections and battery box
- [] 41 Check water separator for fuel system, draining of condensating water
- [] 42 Draining of fuel tank
- [] 43 Check tyre wear
- [] 44 Check of AdBlue system
- [] 45 Luggage compartment hatches

Engine bay

- [] 46 Check alternator mounting
- [] 47 Check of electrical connections and cables for alternator, starter motor and preheating unit
- [] 48 Check fire alarm sensor
- [] 49 Check drive belts and belt tensioners
- [] 50 Check drive shaft for alternator and AG unit
- [] 51 Check refrigerant, condenser, pipes and hoses
- [] 52 Check engine mountings
- [] 53 Check radiator fan, bearing tolerance, screw unions, fan shroud and fan ring with rubber seal
- [] 54 Check radiator, charge air cooler, hoses, pipes and air through-flow
- [] 55 Check radiator mountings
- [] 56 Check sealing on engine
- [] 57 Check fuel lines
- [] 58 Check for exhaust leakage
- [] 59 Check air pipe between air intake and turbocharger
- [] 60 Check engine sound baffles

Front suspension, steering gear

- [] 61 Check sealing on servo pump, oil connections, oil hoses and steering gear
- [] 62 Check steering link system
- [] 63 Check front shock absorbers
- [] 64 Check king pin bearings
- [] 65 Check front wheel bearings (unk: bearing)
- [] 66 Check front wheels
- [] 67 Check axial play, V-stay
- [] 68 Check V-stay and reaction rod

Check underneath the vehicle

- [] 69 Check sealing on the speedometer
- [] 70 Check sealing on gearbox, check wiring
- [] 71 Check sound baffle for gearbox
- [] 72 Check transmission ventilation
- [] 73 Check propeller shafts, universal joints, and sliding joints
- [] 74 Check sealing on rear axle
- [] 75 Check bearing clearance in the pinion and rear axle input shaft
- [] 76 Check rear axle ventilation
- [] 77 Check exhaust pipe and silencer or particulate filter
- [] 78 Check anti roll bar
- [] 79 Check rear shock absorber
- [] 80 Check chassis frame and crossmembers
- [] 81 Check rear wheel bearings
- [] 82 Check brake linings/brake pads
- [] 83 Check clutch hydraulic and pneumatic control system
- [] 84 Check airfilter, modulator valve
- [] 85 Check air bellows, level sensors and level valves and air suspension

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Friday, 11 January 2013

- ☐ 86 Check height regulation for air suspension
☐ 87 Check brake cylinders
☐ 88 Check brake discs and brake calipers
☐ 89 Check trailing axle shock absorber
☐ 90 Check steering components, steered trailer axle
☐ 91 Check steering intermediate arm, steered trailer axle
☐ 92 Check trailing wheel bearings

Road test

- ☐ 93 Check after start
☐ 94 Check during test drive
☐ 95 Check after test drive
☐ 96 Finish

Clutch

x1	
x2	
y	

Battery status

Battery	Test code
Inner/front battery	
Outer/rear battery	

Brakes and tires

Note down the values in the rectangles below, starting with the cab and moving towards the rear of the vehicle									
Brake linings, thickness measured in mm	Right								
	Left								
Brake levers - stroke measured in mm	Right								
	Left								
Notes on tyre wear	Right								
	Left								

No.	Action
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MONTHLY BODY SERVICE AND INSPECTION SHEET

Operator:

Date:

Km
Reading:Reg.
No:Body
Type:

Chassis No:

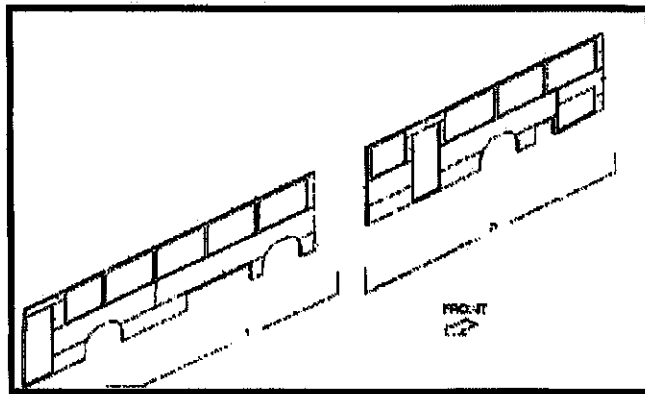
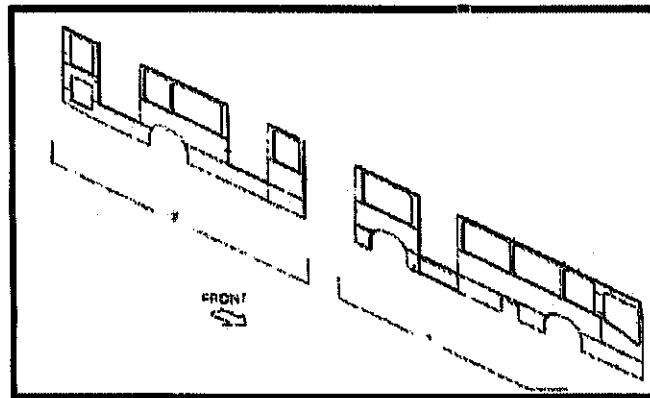
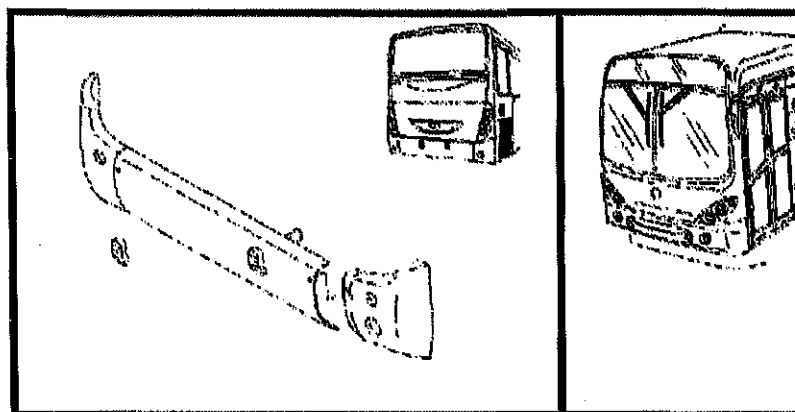
Body No:

Fleet No:

Technician
Name:Technician
Signature:

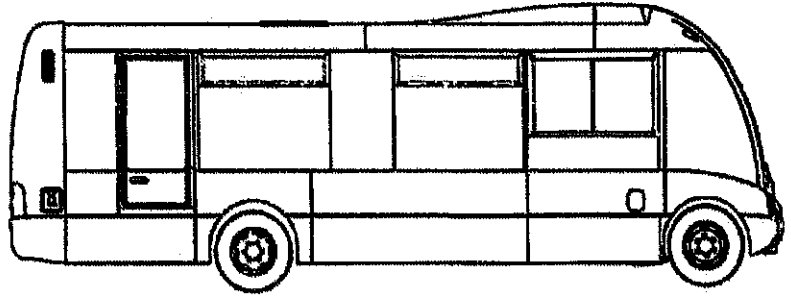
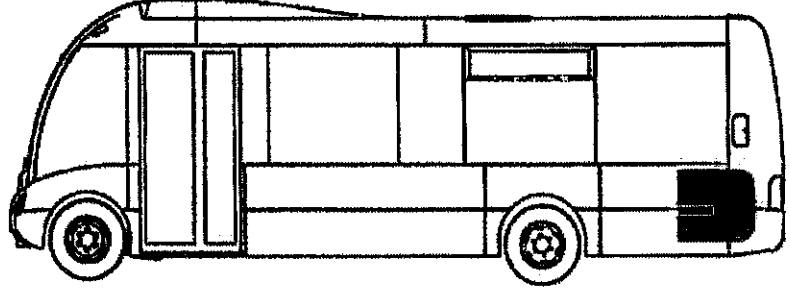
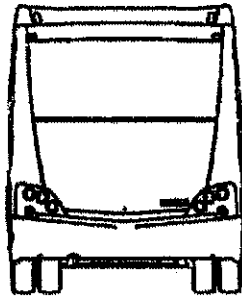
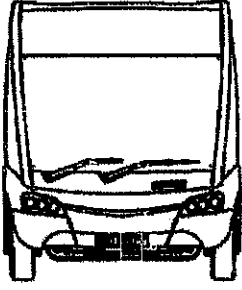
FUNCTION	ACTION	OK	NOT OK
PNEUMATICS	Passenger door cylinders (services)		
	Air supply adjustments		
	Pneumatic fast coupler connectors		
	Pneumatic hoses		
	Cleaning of air reservoirs for body functions		
	Air adjustment and oil refill of air reservoirs for body functions		
	Door flaps / boarding bridge cylinders and associated components		
ELECTRICAL SYSTEM	Relays in the body electrical circuit		
	Fuses in the body electrical circuit		
	Electrical solenoids supply to body pneumatic components		
	Electrical pneumatic door light control switches		
	Cleaning of battery poles and batteries		
	Tightening of battery pole clamps and battery isolator connections		
	Body to chassis interface connectors		
	Wiring Isolations		
Software upgrades/updates on body multiplex & electronic destination boards			
ADJUSTMENT AND LUBRICATION POINTS	Adjustment and lubrication to roof hatches		
	Adjustments and lubrication to all inspection and locker doors		
	Adjustment and lubrication to front grill hinges and rubber stoppers		
	Adjustment and lubrication to passenger and driver door hinges and shafts		
	Adjustment and lubrication to all interior inspection doors and floor lids		
	Adjustment and lubrication to wiper shafts, arms and linkages		
	Adjustments and lubrication to door flaps		
EXTERNAL AND INTERNAL LIGHTS	Headlights globes		
	Indicator and tail globes (Park, marker, indicator, brake, reverse and tail)		
	Headlight adjustment		
	Tightening of headlight and tail mounting screw and bolts		
	Internal fluorescent tubes		
	Internal fluorescent light reactors		
	Dashboard switches globes		
Engine lights			

FUNCTION	ACTION	OK	NOT OK
WINDSHIELD WIPER SYSTEM	Windscreen wiper blades		
	Lubrication of wiper shafts		
	Adjustment of wiper shafts, linkages and wiper arm fasteners		
WINDSHIELD EXTERNAL GLASS & SIDE PASSENGER WINDOWS	Water leaks to all windows		
	Outer drains on side passenger windows		
	Side passenger windows slider felts and rubber trims		
	Side passenger window closing latch handles components		
TIGHTENING POINTS AND OTHER FIXTURES	Seats and parcel racks bolts		
	Fronts grill hinges		
	Rear engine door hinges		
	Passenger and driver door mechanisms		
	Covers, inspection doors and latches		
	Front and rear bumpers		
	Grab Rail supports		
	Ceiling air and escape hatch mechanisms		
	Handrail mountings		
Door rubbers			
DOOR FLAPS	Lubrication to all moving parts		
	Electrical micro switches, fuses, relays and solenoids		
	Adjustments point		
INTERIOR FLOOR AND SEAT MATERIAL	Taraffex floor carpeting lifting up (re-glue)		
	Taraffex floor carpeting moving away under floor beadings or profiles		
	Regarding seats: Seat clips fixing seats to frames; Stitching		
	Fair wear and tear to flooring and seats		
EXTERIOR PAINT	Water marks or stains that is manageable by removing with polish		
	Stone chips that are manageable by using the "touch up" method		
	Visible signs of rust		
SOUND SYSTEM / CCTV / ELECTRONIC DESTINATION SYSTEMS	Electrical connections		
	RCA pin connectors to sound systems		
	Speakers and speaker connections		
	CCTV cameras and coaxial pin connectors to CCTV cameras		
	Electronic destination boards mounting bolts		
Entertainment system			
NOTES			

EXTERIOR PAINT INSPECTION**LEFT & FRONT****RIGHT & FRONT****REAR & FRONT**

JL/KJK

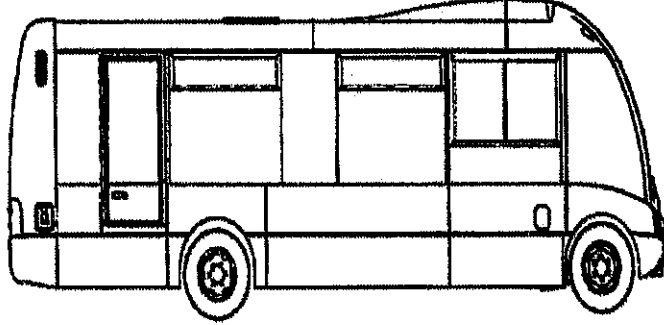
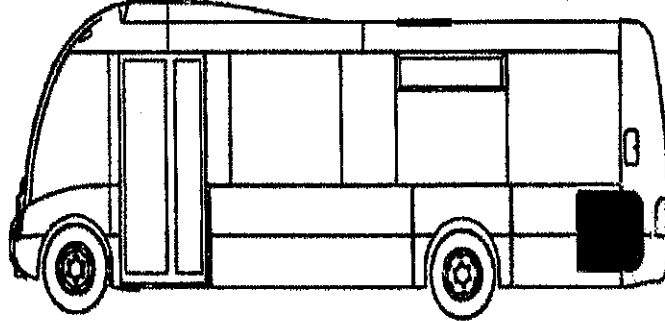
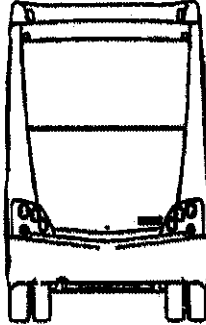
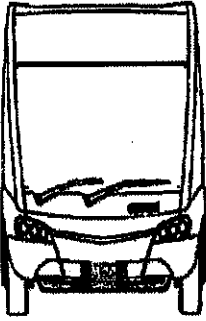
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DRIVER PRE-TRIP INSPECTION RECORD			
Operator:	Depot:	Bus No:	Date:
		Kilometer Reading:	Time:

CATEGORY	TICK
Licence and COF validity	
Drivers seat	
Seat belts	
Mirrors	
Glass and view of the road	
Windscreen wipers	
Passenger doors, drivers door & emergency exit	
Speedo / Tacho / Indicator gauges	
Lighting switches - interior / exterior	
Horn	
Two-way radio and ticket valuator	
Function of all hand operated controls	
Exterior of body (indicate if any damage, see attached)	
Direction indicators & hazard warning lamps	
Lamps, stop indicators and destination boards	
Function of park brake and all other systems (retarder, pedal)	
Lubrication levels, engine and anti-freeze	
Oil & waste leaks (air incl)	
Fuel tank & fuel systems	
Condition of tyres and wheel indicators	
<u>Comments:</u>	

It is the Vehicle Operating Company's responsibility to check and ensure that the bus complies with all relevant legislation before it leaves the depot and whilst in service.	
Driver's Name:	Received by Depot Foreman:
Driver's Staff Num	



INSPECTION service			
CATEGORY	DESCRIPTION	COMMENTS	TICK
1	body Drivers seat		
2	body Seat belts		
3	body Mirrors		
4	body Glass and view of the road		
5	body Windscreen wipers & washers		
6	body Body interior		
7	body ODA accessibility feature including ramp operation		
8	body Passenger doors, drivers door & emergency exit		
9	body Exterior of body		
10	body Bumper bars		
11	body Wings & wheel arches		
12	body Reflectors & rear markings		
13	body Speedo / Tacho		
14	body Lighting switches - interior / exterior		
15	body Horn		
16	body Electrical equipment & wiring		
17	body Lamps		
18	body Direction indicators & hazard warning lamps		
19	body Air of headlights		
20	body Lubrication points		
21	body Engine & transmission mountings		
22	body Oil & waste tanks		
23	body Fuel tank & fuel systems		
24	body Exhaust systems		
25	body Steering mechanisms		
26	body Suspension		
27	body Transmission & propshaft		
28	body Brake indicators		
29	body Driving controls		
30	body Steering control		
31	body Service brake pedal		
32	body Service brake operation (inc ABS lamp)		
33	body Hand levers operating mechanical brakes		
34	body Hand operated brake controls		
35	body Road wheels & hub		
36	body Tyre size & type of tyres		
37	body Condition of tyres		
Comments:			



CATEGORY	DESCRIPTION	COMMENTS	TICK
1	Air	Check air intake for security and condition.	
2	Body	Check/Top up screen washer bottle.	
3	Electrical	Check vehicle charging system.	
4	Electrical	Check/Top up battery Electrolyte level.	
5	Electrical	Check battery terminal for security.	
6	Electrical	Check batteries for security.	
7	Engine	Check air filter element, replace as necessary.	check indicator
8	Engine	Check fan drive belt condition, replace as necessary.	
9	Engine	Check engine idle speed out of gear (650 rpm).	650 rpm on idle
10	Fuel	Check fuel sedimenter, drain as necessary.	
11	Lubrication	Check/Top up gearbox oil level.	
12	Lubrication	Check/Top up rear axle oil level.	
13	Lubrication	Lubricate all steering grease points.	NLGI class 2 grease
14	Lubrication	Lubricate entrance door pivots.	NLGI class 2 grease
15	Lubrication	Lubricate emergency exit door hinges and lock assembly.	NLGI class 2 grease
16	Lubrication	Lubricate propshaft universal joints.	NLGI class 2 grease
17	Lubrication	Lubricate exterior mirror pivots.	NLGI class 2 grease
18	Lubrication	Lubricate access trap screws.	NLGI class 2 grease
19	Lubrication	Lubricate access flap hinges.	NLGI class 2 grease
20	Lubrication	Lubricate wiper spindle and pivots.	NLGI class 2 grease
21	Transmission	Check Retarder operation.	test drive
22	Transmission	Clean gearbox breather.	
23	Transmission	Clean rear axle breather.	
24	Tyre	Check front wheel alignment	

comments:

 reserves the right to change this document during the contract based on operational requirements.



[REDACTED]

CATEGORY	DESCRIPTION	COMMENTS	TICK
1	Air Change Air Dryer Canister		
2	Air Remove compressor pipe and check for carbon build up, clean/renew as necessary.		
3	Air Check air intake for security and condition.		
4	Body Check/Top up screen washer bottle.		
5	Brakes Check park brake hand control valve for correct delivery pressure.		
6	Electrical Check vehicle charging system.		
7	Electrical Check/Top up battery Electrolyte level.		
8	Electrical Check battery terminal for security.		
9	Electrical Check batteries for security.		
10	Engine Check air filter element, replace as necessary.	check Indicator	
11	Engine Check fan drive belt condition, replace as necessary.		
12	Engine Check engine idle speed out of gear (650 rpm).	650 rpm on idle	
13	Fuel Check fuel sedimenter, drain as necessary.		
14	Lubrication Check/Top up gearbox oil level.		
15	Lubrication Check/Top up rear axle oil level.		
16	Lubrication Lubricate all steering grease points.	NLGI class 2 grease	
17	Lubrication Lubricate entrance door pivots.	NLGI class 2 grease	
18	Lubrication Lubricate emergency exit door hinges and lock assembly.	NLGI class 2 grease	
19	Lubrication Lubricate propshaft universal joints.	NLGI class 2 grease	
20	Lubrication Lubricate exterior mirror pivots.	NLGI class 2 grease	
21	Lubrication Lubricate access trap screws.	NLGI class 2 grease	
22	Lubrication Lubricate access flap hinges.	NLGI class 2 grease	
23	Lubrication Lubricate wiper spindle and pivots.	NLGI class 2 grease	
24	Transmission Change gearbox air modulator.		
25	Transmission Check Retarder operation.	test drive	
26	Transmission Clean gearbox breather.		
27	Transmission Clean rear axle breather.		
28	Tyre Check front wheel alignment with tracking equipment.		
29	Tyre Check front wheel alignment		
30	Fuel Check operation of throttle cable and linkage.		

Comments:

[REDACTED] reserves the right to change this document during the contract based on operational requirements.



CATEGORY	DESCRIPTION	COMMENTS	TICK
1	Air Check condition and security of air intake.	replace damaged hoses	
2	Air Overhaul or replace air dryer complete.	Knorr Bremsa LAB	
3	Air Remove compressor pipe and check for carbon build up, clean/renew as necessary.		
4	Air Check air intake for security and condition.		
5	Adv Examine front wheel bearings and regrease.	Castrol LMX grease	
6	Adv Examine rear wheel bearings and regrease	Castrol LMX grease	
7	Body Check/Top up screen washer bottle.		
8	Brakes Check park brake hand control valve for correct delivery pressure		
9	Cooling Flush out cooling system and pressure check for leaks.		
10	Cooling Check for 50% Ethylene Glycol anti freeze to OEM Recommendations		
11	Electrical Check vehicle charging system.		
12	Electrical Check/Top up battery electrolyte level.		
13	Electrical Check battery terminal for security.		
14	Electrical Check batteries for security.		
15	Engine Check and adjust valve clearances.	intake 0.25mm, exhaust 0.57mm	
16	Engine Check air filter element, replace as necessary	check indicator	
17	Engine Check fan drive belt condition, replace as necessary.		
18	Engine Check engine idle speed out of gear (680 rpm).	680 rpm on idle	
19	Fuel Check injectors, replace as necessary.	fuel consumption/oil sample	
20	Fuel Check fuel sedimenter, drain as necessary.		
21	Lubrication Lubricate after steam cleaning.		
22	Lubrication Check/Top up gearbox oil level.		
23	Lubrication Check/Top up rear axle oil level.		
24	Lubrication Lubricate all steering grease points.	NLGI class 2 grease	
25	Lubrication Lubricate entrance door pivots.	NLGI class 2 grease	
26	Lubrication Lubricate emergency exit door hinges and lock assembly.	NLGI class 2 grease	
27	Lubrication Lubricate propshaft universal joints.	NLGI class 2 grease	
28	Lubrication Lubricate exterior mirror pivots.	NLGI class 2 grease	
29	Lubrication Lubricate access trap screws.	NLGI class 2 grease	
30	Lubrication Lubricate access flap hinges.	NLGI class 2 grease	
31	Lubrication Lubricate wiper spindle and pivots.	NLGI class 2 grease	
32	Steering Check lock angles and power steering limiter settings.		
33	Steering Check steering box input shaft alignment.		
34	Transmission Check Klam Retarder air gaps, pole plate and rocks	1.1.8mm	
35	Transmission Check Retarder operation.	test drive	
36	Transmission Clean gearbox breather.		
37	Transmission Clean rear axle breather.		
38	Tyre Check front wheel alignment.		
COMMENTS:			

reserves the right to change this document during the contract based on operational requirements.

LUBRICATION

CATEGORY	DESCRIPTION	COMMENTS	TICK
Engine	Change engine oil and filter element (at least once a year)	19.7 LITRE 15W-40, filter 35N.m	
Fuel	Change fuel filter.		
Engine	Change add-blue filter		
Transmission	Change rear axle oil.	8 LITRE + 0.25 HUB, 85W-140	
Cooling	Change hydraulic fan oil and filter element.	4 LITRE	
steering	Change power steering oil and filter element.	3.5 LITRE ATF	
Transmission	Change gearbox oil and external filter (B2000).	14 LITRE CASTROL TRANSYND, filter 1 full turn after gasket contact	

reserves the right to change this document during the contract based on operational requirements.

2.7 Responsibility for Maintenance and Repair of ITS Equipment and Systems on buses

ITS equipment and systems have been installed on the buses by different parties including:

- (a) Vehicle Suppliers
- (b) Advanced Public Transport Management System ("APTMS") contractor
- (c) Automatic Fare Collection ("AFC") contractor
- (d) OnVehicle door opening communication mechanism:
- (e) Drivecam
- (f) Advertising and other ITS equipment

The responsibility for the maintenance and repair of the ITS installed by these parties is described below.

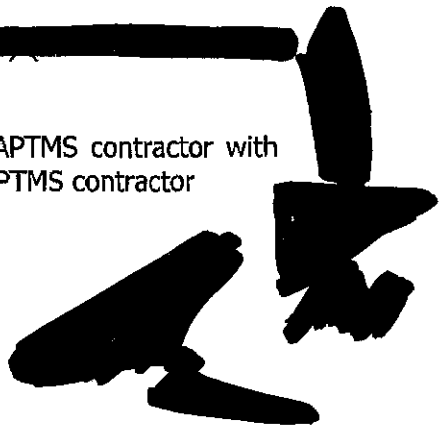
The Operator is responsible to secure and safeguard all ITS equipment installed in the Vehicle whilst it is in the Vehicle, to report all failures to the Control Centre and to make the Vehicle available to an agreed time for any maintenance / repair of the equipment that may be necessary.

The management, control and allocation of costs of the maintenance and repair of ITS equipment shall be as stated in Part F of the Agreement.

2.7.1 ITS equipment installed on Vehicle by Vehicle Suppliers

The Operator is responsible for undertaking the maintenance and repair of the ITS equipment installed on the Vehicles by the Vehicle Suppliers from the date of termination of the Vehicle Suppliers maintenance agreements with the City.

2.7.1.1 The ITS equipment installed under the [REDACTED] Supplier contract to supply the Initial Fleet is (all items to be maintained by the Operator):

- (a) [REDACTED]
 - (b) Analogue video screens
 - (c) [REDACTED]
 - (d) [REDACTED]
 - (e) [REDACTED]
 - (f) [REDACTED]
 - (g) Speakers
 - (h) Driver's microphone (replacements being fitted by the APTMS contractor with subsequent maintenance to be the responsibility of the APTMS contractor)
- 

2.7.1.2 The ITS equipment installed under the [REDACTED] Supplier contract to supply the Initial Fleet is:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) Driver Video Displays (High Brightness Display)
- (e) Driver's microphones
- (f) Speakers

Maintenance of this equipment is to be based on a preventative intelligent inspection and cleaning of the component every Quarter.

The Operator is to obtain the City's prior agreement to repair or, if necessary, replace any component. Any replacement is to be maintained in accordance with its manufacturer's recommendations and may be to an updated specification.

2.7.2 ITS equipment installed on Vehicle by APTMS contractor

The APTMS contractor is responsible for undertaking the maintenance and repair of the ITS equipment that it has installed on the buses for the duration of its maintenance agreement with the City. Thereafter the City intends to tender this work for the remaining period of the Vehicle Operator Agreement.

2.7.2.1 The ITS equipment installed by the APTMS contractor on the Initial Volvo fleet is:

- (a) Mobile Touch Terminals (MTT)
- (b) Driver Video screens
- (c) Vehicle Logic Unit (IBIS Plus)
- (d) PoE cameras
- (e) Driver's Microphones
- (f) Network Video Recorders (NVR)

2.7.2.2 The ITS equipment installed by the APTMS Contractor on the Initial Busmark fleet is:

- (a) Mobile Touch Terminals (MTT)
- (b) Vehicle Logic Units (IBIS Plus)
- (c) Network Video Recorders (NVR)



The Operator is to obtain the City's prior agreement to repair or, if necessary, replace any component. Any replacement component is to be maintained in accordance with its manufacturer's recommendations and may be to an updated specification.

2.7.3 ITS equipment installed on Vehicle by the AFC contractor

The AFC contractor is responsible for undertaking the maintenance and repair of the ITS equipment that it has installed on the Vehicle for the duration of its maintenance agreement with the City. Thereafter the City intends to tender this work for the remaining period of the Vehicle Operator Agreement.

The ITS equipment installed by the AFC Contractor on the [REDACTED] fleet is: [REDACTED]

2.7.4 Breakdown / fault response times for Control Centre and AFC Contractors

The response times for the Control Centre and AFC Contractors applicable to unscheduled maintenance or emergency repairs for three defined priority levels for ITS equipment under their responsibility is given in Table B12.

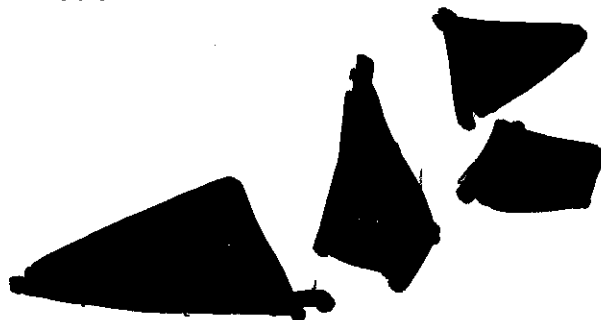


Table B12: Response times for Control Centre and AFC contractors for unscheduled maintenance or emergency repairs of ITS equipment under their responsibility

Priority Level	Condition	Response Time – Calls logged between 08:00 – 18:00	Response Time – Calls logged between 18:00 – 08:00
One (1) – Example: failure of any core system, interfaces or communications related to, for example, the VLU, MTT & Fare Media	Critical – failures seriously affecting the operational effectiveness of the IRT system	Respond within 1 hour of receipt of call, investigate and restore, or, provide temporary service immediately	Respond within 4 hours of receipt of call, investigate, and restore, or, provide temporary service immediately
Two (2) – Example: failure of any Vehicle component that inhibits the use of the bus	Important – failures that partially impact the operational effectiveness of the IRT system	Respond within 4 hours of receipt of call, investigate, and restore, or, provide temporary service immediately	Respond within 8 hours of receipt of call, investigate, and restore, or, provide temporary service immediately
Three (3) – non-critical failure of a component of the system, such as a single camera	Non-critical – failures that have limited or no effect on the operational effectiveness of the IRT system	Investigate within 24 hours of receipt of the call and repair as soon as possible	Investigate within 24 hours of receipt of the call and repair as soon as possible

2.7.5 Maintenance and repair of Vehicle Door Opening Communication Mechanism

The maintenance and repair of the Vehicle Door Opening Communication Mechanism will become the responsibility of the SM Contractor on expiry of the bodywork component of the [REDACTED] for the Initial Fleet.

The SM Contractor will also be responsible for this work for the Remaining Vehicles.

2.7.6 Maintenance and repair of Drivecam

The City is procuring [REDACTED] to install its units on all City Vehicles. [REDACTED] will be responsible to maintain its equipment for initially 3 years with extension thereafter on an annual basis.

2.7.7 Advertising and Other ITS equipment

The City may elect to procure and install advertising and other ITS equipment on the Vehicles during the course of the contract. The maintenance of such equipment will be the responsibility of that supplier.

2.8 APTMS functionality, roles and responsibilities

2.8.1 City functionality

DEFINITIONS

In this section the following terms have the meaning as set out below:

"APTMS" means the advanced public transport management system;

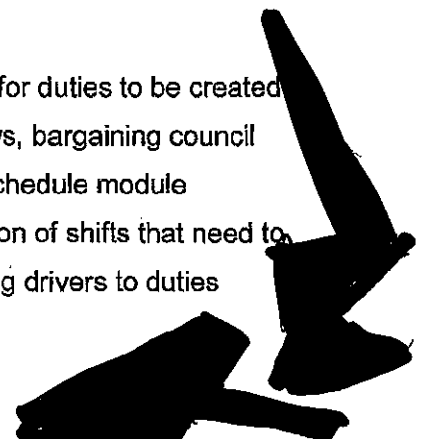
"Multi-touch Terminals" MTT means the part of the APTMS located on-board each of the Vehicles;

"Control Centre (CC)" means the Control Centre operated by the City in the Transport Management Centre (TMC) in Goodwood, as contemplated in the Vehicle Operator Agreement.

"BI-Reporting" means business intelligent reporting, being the reports produced by the APTMS control software tracking the activity of all Vehicles.

The following Control Centre capabilities are undertaken by the City in order to supply the Vehicle Operator Companies ("**Operators**") with information required to operate the Vehicles and schedule the drivers.

- (a) Vehicle schedules (timetables) will continue to be issued as per the excel spreadsheets with Vehicle allocations to VOCs. These schedules include Routes, times at each stop, block numbers etc.
- (b) Vehicle monitoring is as described under section 2.8.1.1 (Control Centre functionality / Roles and responsibilities) in terms of web based tracking information in real time.
- (c) Duty scheduling: [REDACTED] Scheduling Module allows for duties to be created from the Vehicle Blocks, taking into consideration labour laws, bargaining council agreements etc. and can be done through the use of duty schedule module optimization. The City will in due course indicate the allocation of shifts that need to be filled by Drivers. The Operator is responsible for allocating drivers to duties



(rostering) and for dispatching. In the initial stages of the contract, before the Duty Scheduling Module is fully in operation, the duties will be calculated manually, and the Operator is responsible for checking its accuracy.

- (d) The City does not allocate specific Vehicles / Vehicle numbers to the schedule. The responsibility of Vehicle management in terms of coordination with the maintenance regimes, accident repairs, training (amongst others) in order to meet the schedules, lies fully with the Operator.

2.8.1.1: Control Centre functionality and Roles and responsibilities

High level description

The high level concept of operations related to the Control Centre: the roles and responsibilities of the Operator are the following:

The Operator will be responsible for:

- Providing a clean and working Vehicle on which all equipment is functioning correctly, and clean.
- Providing a Driver who is trained by the Operator on all aspects of the Vehicle and the Protocols (sometimes referred to as operating procedures) and who will comply at all times with the law and the Protocols under this Agreement. This specifically includes:
 - Operating the Vehicles according to the published Schedules, including departure times of Trips and arrivals and departure from Timing Points.
 - The Vehicles are equipped with electronic equipment and monitors that will clearly indicate to the Driver whether the Vehicles is running on, ahead or behind Schedule. Drivers must be trained to understand the messages given to them via the electronic interface in English and how to react to these messages as described in the standard operating procedures.
- On-time arrivals and departures or Trips, from first loading points, and from Timing Points, unless under specific instructions to the contrary from the CC where there is reason to deviate from the Schedule.
- The Operator must ensure, through training, positive HR methods and discipline, that Drivers communicate with the Control Centre according to the

Protocols, and specifically to report any abnormalities or deviations from the Scheduled service.

- Drivers are responsible to adhere to the Schedule and Route, regardless of whether the Control Centre equipment functions, i.e. in the event of any of the Control Centre equipment failing, the Driver must still adhere to the schedule.

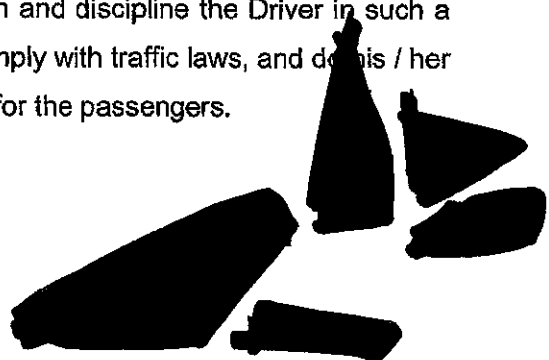
There are several scenarios that could play out during operations. These are listed below together with the possible interventions from the Control Centre operated by the City:

- Normal operations: Vehicles are running on-time, i.e. within the criteria set which defined on-time operations. Under these conditions there need be no intervention from the Control Centre. Drivers are to maintain the "normal" operations and are to monitor the on-board equipment that continually advise them on the status of the operations.
- Lateness or Earliness: One or more Vehicles are running late, or early, i.e. outside of the parameter set for on-time operations.
 - All Drivers of Vehicles operating under these conditions, will clearly know that since it will be indicated to them via the on-board equipment. Drivers must be trained to follow the correct procedures in an effort to get back to on-time operations. If the reasons for not being on time can be ascribed to conditions not under the control of the Driver, these conditions should be reported to the Control Centre. Operating outside the bounds of normal operations could lead to Penalties to the Operator, unless there are legitimate reasons which have been reported and sufficiently logged by the Driver.
 - The Control Centre may or may not intervene with instructions to the late/early Driver/s on what the next steps are to maintain acceptable operations. These instructions could vary but will be in line with the approved Protocol and could include the following instructions, amongst others:
 - To slow down
 - To skip the next Station
 - To reduce the stopped time at the next Station

- To maintain the current position in the Schedule, i.e. to accept the current deviation from the Schedule but to maintain that position.
- When an instruction is given to a Driver to maintain a new position in a Schedule the Driver and all related KPI's will be measured against the new position. This might not result in the MTT being updated to indicate on-time performance as would be the case under normal operations, but the Driver will have to be trained to maintain the new position in the Schedule, regardless to what the MTT is indicating, utilising the information on the MTT as much as is possible.
- Incidents: There could be incidents along the Route that will not be under the control of the Operator which could have a significant impact on the operations. In these cases, the Control Centre will notify the Drivers and the Operator according to the agreed Protocols and will advise the Drivers on possibly new Schedule and/or new Routes.
 - These events will all be recorded and may or may not have an impact on KPI's
 - When diversion Routes are defined the Drivers will be required to follow the new Route.
 - When new Schedules are advised, the Operator shall ensure that Drivers follow these Schedules from the date and time indicated. KPI's will be measured against the new Schedules and Penalties will be issued for non-compliance, as set out in the Service Level and Penalties Schedule.

More detail regarding roles and responsibilities

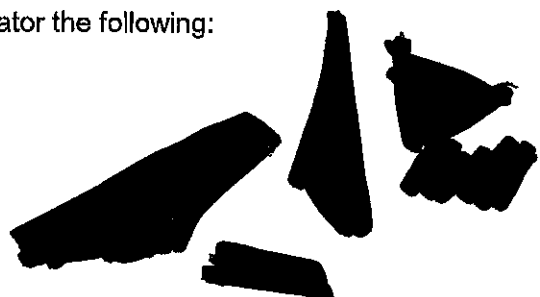
- (a) The Operator and its Driver remain responsible at all times to adhere to schedules and Routes, unless instructed by the Control Centre to deviate from either the Route and/or the schedule – in which case par (c) below applies.
- (b) At all times the Operator is responsible to train and discipline the Driver in such a manner as to ensure that the Driver always comply with traffic laws, and do his / her best to provide a smooth and comfortable ride for the passengers.



- (c) The Operator and its employees must adhere to all directions and instructions that are issued by the Control Centre, which will be issued in English, subject to par (a).
- (d) The Control Centre will be manned during all operational hours by system controllers and a Control Centre manager. These controllers and manager will operate within the Protocols Issued by the City, which may be amended by the City from time to time.
- (e) Table 1 (page 128) provides a high level concept of operations of how the Operator will function in relation to the Control Centre, the real time functions of the Control Centre and also the other services that will be involved in the day-to-day operations. The table illustrates the planning responsibilities, the real time operational responsibilities and tasks as well as the reporting responsibilities and tasks.
- (f) Table 2 (page 129) provides examples of the tasks and responsibilities of the different entities involved in the day-to-day operations of the IRT during 'normal operations' and during incidents. These actions will be described in more detail in the relevant Protocols.
- (g) The APTMS comprise advanced technology that allows for, amongst others, the following:
 - (i) Real time tracking and monitoring of all Vehicles fitted with the appropriate equipment: The tracking will be used for real time monitoring, real time passenger information and as a record of the services that the Operator has performed, adherence to Schedules, Routes kilometres travelled (for calculation of payment of Kilometre-related Cost in terms of the Agreement), etc. The information and reports from the systems will be used for performance monitoring and payment.
 - (ii) Comparison of the Vehicles' location against the Schedule.
 - (iii) Real time viewing of all Vehicles on a computer monitor or video screen, with Vehicles' representations being coloured in according to their schedule adherence.
 - (iv) An APTMS On-board Unit (Multi Touch Terminal or MTT) as an interface with the Driver: Drivers will be required to log onto the unit with correct passwords and user codes, and block numbers. The Operator shall ensure that all Drivers have been trained and are proficient in using the MTT:



- The MTT will provide a visual text and graphic display about the current status of the Vehicle in terms of schedule adherence.
 - The MTT can also be used to send text messages to the Driver. The Operator shall train Drivers on using the unit and the information that is being displayed correctly so that it does not interfere with their normal driving tasks, and must implement the instructions issued by the Control Centre via text messages. All communication will be in English.
- (v) Verbal Communication with one or more Drivers from the Control Centre via an overhead speaker: The Control Centre can communicate with a Driver using this equipment. The communication will be used for, amongst others, the following reasons:
- Instructions on incorrect logging-in procedures
 - Instructions on very late or early positions in terms of the schedule that the Vehicle should be running on. During normal operations there will be little need to communicate with the Driver. It is mainly during incidents or exceptional events (such as when a Vehicle is deemed to have missed a Trip due to being 10 minutes or more late) that the Control Centre will need to communicate with the Driver. The Driver will need training on how to use the communication devices responsibly.
 - Instructions on what to do during/after incidents.
- (vi) Recording of video footage, downloading of video footage and tagging of video footage related to specific events such as accidents, ticketing issues, fare evasion, hard braking/acceleration, swerving and cornering (Driver monitoring).
- (vii) Drivers can also initiate calls to the Control Centre by using the MTT with a request-to-talk.
- (viii) One or two Web-based clients will be made available by the City to the Operator at the Depot allocated to the Operator, provided that the Operator has a working internet connection, and utilises its own computers and related equipment. These clients will allow the Operator the following:



- GIS Map view with zoom scenarios illustrating Vehicles on the map, the status of each Vehicle, the Stops and stop names and the various Routes and/or selection of Routes.
 - Vehicle Table with an overview of all Vehicles with details of each Vehicle.
 - Route diagrams and different views of Routes allowing up to 12 Routes on one view. The diagrams will give locations of Vehicles along the diagrammatic Route as well as the status of each Vehicle.
 - An event table, showing all incoming and handled events from the Control Centre.
- (ix) The web-based clients that will be made available to the Operator will not allow radio communication with the Driver or the monitoring of radio communication with the Driver. It will also not allow any control/dispatching functionality that could affect the Control Centre operations. Thus Drivers cannot talk to their Operator via this system, and all communication between the Operator and the Driver must be done before or after duties, or when they are holding.
- (x) The functionality of the Web-based client is described in the document entitled [REDACTED], attached to this section.
- (h) The high level concept of operations and the specific examples in the tables that follow are not final and conclusive, but are included to illustrate the overall concepts. The City may amend the current concept of operations and the detail in the tables by way of Protocols.

2.8.1.2 Protocols

- (a) The City will develop Protocols which will outline the standard procedures that need to be followed by all the contractors involved in the IRT System, including the Operator. These Protocols will be communicated to all operational entities through service notices.
- (b) The attached Table 2 (page 131) shows typical examples of operational matters for which specific Protocols will be developed which will describe exactly the roles of all parties, their responsibilities and the lines of communication.
- (c) Inevitably the Protocols that will be issued for a specific incident will differ from party to party. For example in the case of a Vehicle being in an accident, the Protocol which the Control Centre controllers will be following will be different from [REDACTED]

that of the Driver, which will in turn be different from that of the dispatcher at the Depot.



Table 2: IRT Concept of Operations: Responsibilities and Roles of Control Centre in IRT Operations: Typical Scenarios and Examples

[illegible]

Figure 1

- There are two detailed pages, one for entering CC information and another one for imposing penalties. Violative actions at the end of Shift Driver every always an accurate preceding sentence of an employee's shift time to avoid possibly false video audits and creating legal liability. In case that the driver does not respond and/or ignores instructions, CC connects to notify Ops. Man and MCC manager via email/text.

Remicade

- CC - RSC Controls Centre in TMAC Goodwood**
ART - Request To Talk
ES - Emergency Management Reports
EMES - Emergency Management Services

2.8.2 Operator Functionality

Feature description

Introduction

The [REDACTED] is based on the latest developments in the field of ergonomics and modern user interfaces for operating complex systems. The user interface is easy to use, many parts have been streamlined and it is consistent throughout. The aim was to develop an ergonomic and intuitive operating method that can be consistently and uniformly applied to all functions. Several views show the key information, with the greatly improved navigation feature giving faster access to your information. This permits far more efficient working.

The [REDACTED] in the operations control system [REDACTED] as an optional component and fits seamlessly into the [REDACTED]. All relevant information is accessible, however active dispatching or any other actions which could interfere with the dispatch actions are disabled for operational reasons. The [REDACTED] is a "view-only" station where all dispatch related activities in the [REDACTED] can be monitored.

Installation requirements:

Hardware:

- o [REDACTED]
- o [REDACTED]

Software on the Client PC:

- o [REDACTED]

Main functionality Infostation

- The Infostation offers the following functions:
 - o Seamless integration in the operating concept:
 - o Modern look & feel: easy selections, modern context menu, tool bars, shortcuts, drag & drop, tool tips, etc.
 - o Improved navigation possibilities
- GIS map including e.g.:
 - o Detailed map view, with various scales (zoom)
 - o Moving vehicles on map (1 sec interval)
 - o Vehicle status
 - o Stops with Stop-names
 - o Passenger info units on stops
 - o Route/Lines and selection of Routes
- Vehicle Table, including e.g.
 - o Overview of all vehicles
 - o Detailed views on each vehicle
 - o Smart filtering enables e.g. vehicle number, line number, name of driver, etc.
- Route Diagram, showing e.g.
 - o Vehicles on Routes
 - o Status Vehicles (late, in-time, ahead)
 - o Alternative routes
 - o Depot runs
 - o Headway Mode
 - o Different views enable up to 12 routes on one monitor



- Event Table
 - Showing all prioritized incoming and handled events (from the dispatchers)
- Magnifiers for
 - Detailed vehicle info
 - Detailed stop info
 - Detailed Passenger Info (roadside display units), Web Display Feeds
- Search Function in each window
 - Searches - covering the complete dispatcher views
- Bookmarks enabled in each window
 - Creation of bookmarks for user
 - Retrieval of bookmarks by user
 - Editing of bookmarks by user
- History buttons in each window
 - Forward and Backward views, similar to internet navigation

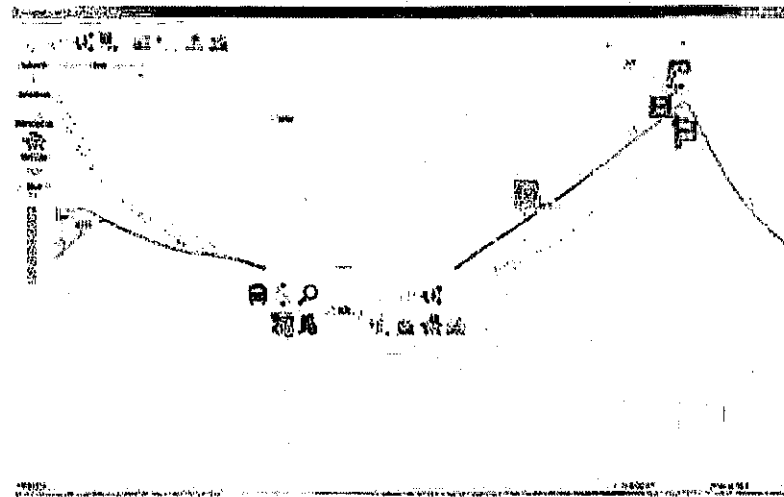
Limitations Information

- No live monitoring of radio conversations between dispatcher and driver
- No dispatching or invoking actions that affect the operations

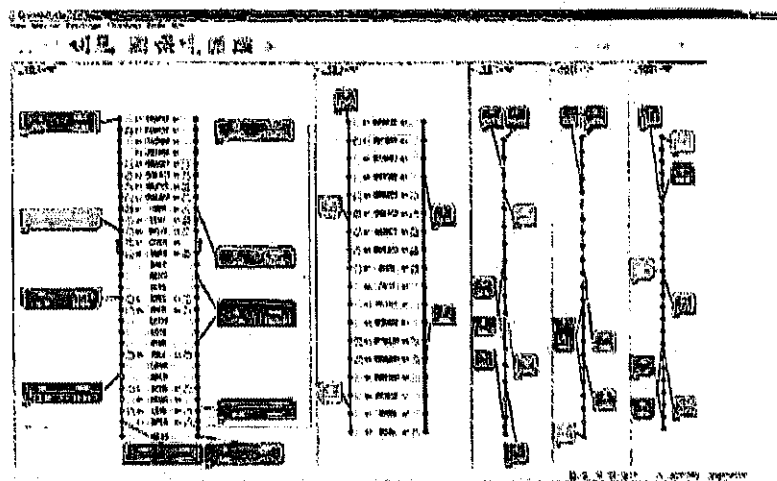


Actual screenshots - examples (status 1.3.2013)

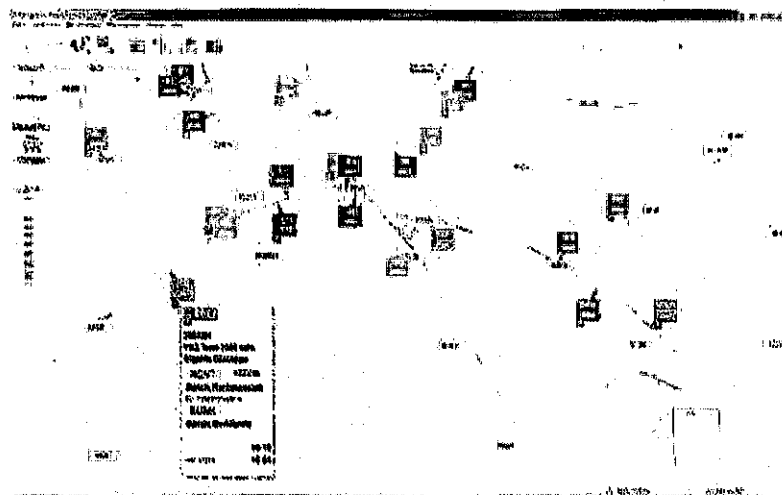
GIS map example with a route and the Context Menu



Route Diagram example- the various viewing modes in one overview



GIS Map example with detailed vehicle information in 'tooltip'



Vehicle Table example, one vehicle showing details

Vehicle ID	Vehicle Type	Vehicle Color	Vehicle Make	Vehicle Model	Vehicle Year	Vehicle Status	Vehicle Location	Vehicle Owner
1001	Car	Red	Ford	Focus	2010	Active	1001	John Doe
1002	Car	Blue	Ford	Focus	2010	Active	1002	John Doe
1003	Car	Blue	Ford	Focus	2010	Active	1003	John Doe
1004	Car	Blue	Ford	Focus	2010	Active	1004	John Doe
1005	Car	Blue	Ford	Focus	2010	Active	1005	John Doe
1006	Car	Blue	Ford	Focus	2010	Active	1006	John Doe
1007	Car	Blue	Ford	Focus	2010	Active	1007	John Doe
1008	Car	Blue	Ford	Focus	2010	Active	1008	John Doe
1009	Car	Blue	Ford	Focus	2010	Active	1009	John Doe
1010	Car	Blue	Ford	Focus	2010	Active	1010	John Doe
1011	Car	Blue	Ford	Focus	2010	Active	1011	John Doe
1012	Car	Blue	Ford	Focus	2010	Active	1012	John Doe
1013	Car	Blue	Ford	Focus	2010	Active	1013	John Doe
1014	Car	Blue	Ford	Focus	2010	Active	1014	John Doe
1015	Car	Blue	Ford	Focus	2010	Active	1015	John Doe
1016	Car	Blue	Ford	Focus	2010	Active	1016	John Doe
1017	Car	Blue	Ford	Focus	2010	Active	1017	John Doe
1018	Car	Blue	Ford	Focus	2010	Active	1018	John Doe
1019	Car	Blue	Ford	Focus	2010	Active	1019	John Doe
1020	Car	Blue	Ford	Focus	2010	Active	1020	John Doe

2.9 Predictive Maintenance (PM) using Scout Vehicles

2.9.1 Scout maintenance scheduling

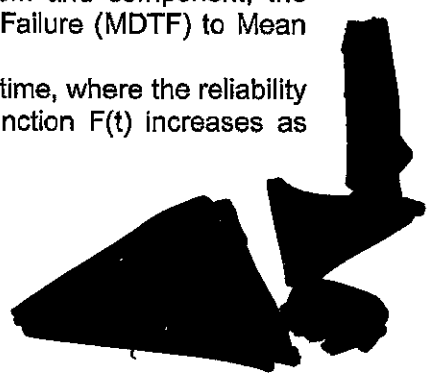
This section describes the formula to be considered for the reliability model as well as proposed steps to follow to have proper scout model. This section sets out general guidelines in this regard but the Parties are not bound by this until an agreement regarding the process is reached.

██████ Maintenance Scheduling, Mean Time to failure MTTF; Performance ██████ probability CPK determination

Symbols and abbreviations

$F(t)$	Unreliability function
MTTF	Mean time to failure (engineering time)
MDTF	Mean distance to failure (engineering kms)
TOR	Time of repairing (actual workshop repair time)
$R(t)$	Reliability function
n	Scale time parameter
β	Slope of the Weibull graph
t	Time (hr.)
λ	The mean failure rate

Conditionals

- Data must be collected from every Operator involved in the ██████ reliability analysis of Vehicle maintenance scheduling performance.
 - Vehicle must be divided into systems and components (major and minor).
 - Systems and components must be agreed between the parties.
 - Analysis must be done per Route operational specifications.
 - For every system and component data must be collected and analysed via agreed reliability software.
 - Full workshop manuals from manufacturer's information must be used to calibrate the statistical model.
 - In analysing the collected data, the ██████ distribution will be used and applied according to several systems and components characteristics. The primary advantage of ██████ analysis is the ability to provide reasonably accurate failure analysis and failure forecasts with extremely small samples. Another advantage of ██████ analysis is that it provides a simple and useful graphical plot.
 - For calculating the reliability function $R(t)$ for each system and component, the collected data will be converted from Mean Distance To Failure (MDTF) to Mean Time To Failure (MTTF).
 - The reliability cost function will be applied as a function of time, where the reliability decreases as time increases. Hence, the Unreliability function $F(t)$ increases as time increases, which leads to the logic relation
- 

$$F(t) + R(t) = 1.0$$

$F(t)$, $R(t)$, MTTF and the mean failure rate (λ) will be calculated for each system according to the following relations

$$\left(-\frac{t - t_0}{\eta} \right)^\beta$$

Where t is time, t_0 is initial time, β is slope and η is scale time parameter.

$F(t)$ will be used to populate the Maintenance cost model and its CPK impact.

Example: Steering system

η (Scale Parameter) = 650 hr.

β from slope = 2.4

Results from statistics analysis:

Total Average of Distance between Failure (Km) = 100367.9

Mean Time to Failure (MTTF) = 1254.599

Failure rate model (λ) = 0.000797 {means very good}

Time of repairing (TOR) = 2 hr.

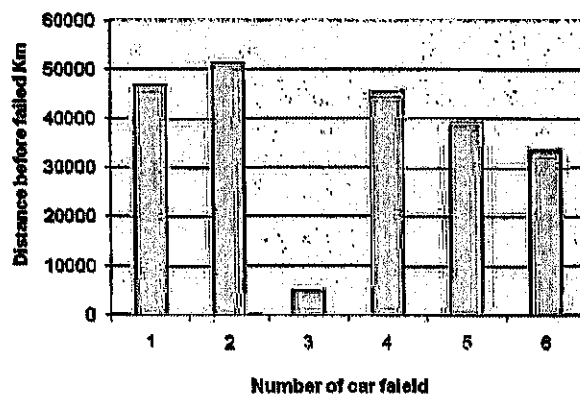
Reliability Failure model $R(t) = 0.8612$ (at 15 000 Km)

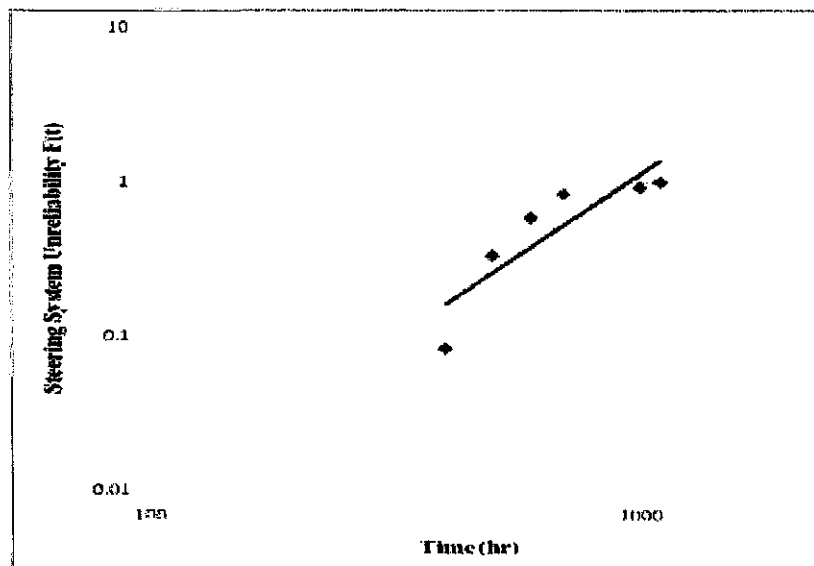
Un-reliability Failure model $F(t) = 0.1388$

$R(t) = 0.68$ at Distance = 40000 Km {primitive distance from company}

From statistical analysis and actual data Distance = 15000 Km

Steering system





Steps to follow

STEPS IN IMPLEMENTING A SCOUT PM SYSTEM	
1	Create a PM task force. This group includes shop people (including the shop steward in union shops), supervisors, operations supervisors, data processing representatives and (if possible) engineers.
2	Decide on the component goals and set objectives and Route operational specifications.
3	Get training in computers for members of the task force if they are not computer literate. Include typing training. Secure access to computers and word processors, spread sheets, e-mail, and any relevant organizational level networks or systems. If there is a maintenance system (CMMS), start extensive and on-going training.
4	Get generalized maintenance management training for the entire task force. This will save time and effort by laying groundwork so that they share common language and create a new vision of Scout maintenance cost project.
5	Identify the maintenance stakeholders (anyone impacted by how maintenance is conducted).
6	Write first drafts of the measures of benchmarks that will be used to evaluate the system's performance. These measures will be revised as the process continues.
7	Begin to draft the SOP (standard operating procedures) for the system. This document will be revised many times over the first year. Search out and incorporate any related SOPs.
8	Inventory all equipment to be considered for Maintenance. This includes everything that you are responsible for.
9	Select a system to use that will store information about the Vehicle. Select forms for PM generated job cards and check-off-sheets.
10	Have task force members, contractors, or shop personnel, complete data entry or preparation of equipment record cards.
11	Complete a daily audit of all data typed into the system. Have a highly-skilled individual review this data. Don't skimp on this step or the information will be inaccurate and unreliable.
12	Consider using vendors to replace the hours lost on the floor by individuals engaged in data entry. It is essential to build a critical mass of expertise in the system.

13	Select people to be [REDACTED]. Incorporate their input into the next steps. Use inspectors to help set-up the system.
14	Determine which units will be under [REDACTED] and which units will be left to [REDACTED] down. Remember that there is a real cost associated with including any item in the PM program. If you spend time on PMs for inappropriate equipment, you may not have time for the essential equipment.
15	Use the following formula to calculate the cost of including each piece of equipment : Cost of inclusion=cost per PM x number of PMs per year.
16	To decide which units to include in the [REDACTED] PM system, apply the following rules to each item: Would failure endanger the health or safety of employees, the public, or the environment? Is the inspection required by law, insurance companies, or you own risk managers? Is the [REDACTED] critical for the daily operation? Would [REDACTED] failure stop production distribution of products, or complete use of the facility? Is it a necessary sensor, measuring device, or safety protection component? Is the spare Vehicle available? In case of failure, can the operational load be easily shifted to other Vehicles? Does the normal life expectancy of the equipment without PM exceed the operating needs? Is the cost of PM greater than the costs of breakdown and downtime? Is the cost to get to (view or measure) the critical parts prohibitively expensive?
17	Is the component in such bad shape that PM won't help? Would it pay to retire or rebuild the equipment instead of PM it? Schedule modernization on units requiring it. Plan to retire BNF units, if possible.
18	Select which PM clocks you will use (km, days, weeks, years). A clock is designed to indicate wear on an asset.
19	Set up task lists for different [REDACTED] PM levels and different classes. For example, ROTA "A, B,C"
20	Categorize the [REDACTED] PM task by component. Categories might include regulatory, calibration, manufacturer's warranty, experience, insurance company, quality, etc. This will be of great benefit when you look back to see which ones to eliminate or change.
21	Decide what data compiling technology you will initially incorporate. Train inspectors in techniques. Use manufactures to train the inspectors on product knowledge
22	Assign work standards to the task lists for scheduling purposes. Observe some jobs to get an idea of timing. Let some mechanics time themselves a challenge them to re-engineer to asset to reduce Maintenance time and tasks.
23	Provide the [REDACTED] inspector with the following items to perform the tasks: Actual task list (usually a work order) with space for readings, reports, observations. Drawings, performance specifications, pictures, where appropriate.

	Access to unit history files, trouble reports. Workshop manuals. Standard tools and materials for sort repairs. Any specialized tools or gauges to perform inspection. Standardized spare parts. Forms to write up longer jobs. Log type sheets to log short repairs.
24	Determine frequencies for the task lists. Select parameters for the different task list.
25	Engineer all the tasks. Simplify, speed-up, eliminate or combine tasks. Improve tooling and ergonomics of each task.
26	Implement the system, load the schedule, and balance hours. Extend the schedule for 52 weeks. Balance to actual crew availability. Schedule holiday season and festive days lightly, or not at all. Allow catch-up-times.

2.9.2 Maintenance cost comparison model

This section sets out an entry level maintenance cost comparison model to compare what approach is cheaper per component. It must be used in an excel format, where formulas function appropriately.

Example: Belt Maintenance cost determination

Conditionals

ITEM		BELT	
UNITS		100	
UTILIZATION		90000	Kms
PM INTERVAL		15000	Kms
BELT		FAILURE RATE	
Mean Failure		75000	Kms
S.D (Standard Deviation)		4000	Kms
(Utilization/Mean Failure)		1.20	Incidents
BELT	FAILURE RATE	121	Failures
EVENT		COST	
Non-scheduled (emergency) failure		R	
Scheduled replacement		R	
Inspection Cost + Scheduled Replacement Cost when BELT is replaced		R	
Administrative cost per inspection		R	
Administrative cost per repair incident		R	

Option 1. Breakdown program

BREAKDOWN PROGRAM	R	
-------------------	---	--

Fleet failure rate x (cost per non-scheduled failure + administrative repair cost)			
FAILURE RATE	121		Total Cost of BREAK DOWN
N.S.F	R	5	
	000.00		R
A.C.R.I	R		
	150.00		

Option 2. PM with PCR

PM with PCR		R	
Mean failure rate - 1 SD = PCR Interval			
Mean	75000	S.D	4000
PCR Interval		71000	Kms
% of Failures Identification due to PCR interval		97.33%	
(Utilization/PCR interval) x number of units = PCR incidents			
PCR Incidents		127	
PCR Incidents x (Scheduled replacement cost + Administrative repair cost) = PCR Cost			
PCR Cost		R	
Failure rate x (100% - PCR Failure ID%) = Emergency Incidents			
FAILURE RATE	121	PCR Failure ID	97.33%
EMERGENCY Incidents		4	
Emergency Incidents x (Non-Scheduled Failure cost + Administrative repair cost) = EMERGENCY Cost			
EMERGENCY Cost		R	
PCR Cost + EMERGENCY Cost = Total Cost of PCR Program			
PCR Cost	R	209	Total cost
Emergency	R	20	R

Option 3. PM with Inspection

PM with INSPECTION	R
Based on PM interval to catch failures percentage	
PM INTERVAL	15000 Kms
% of Failures Identification due to PM Interval	91.67%
(Utilization/PM interval) x number of units = PM incidents	

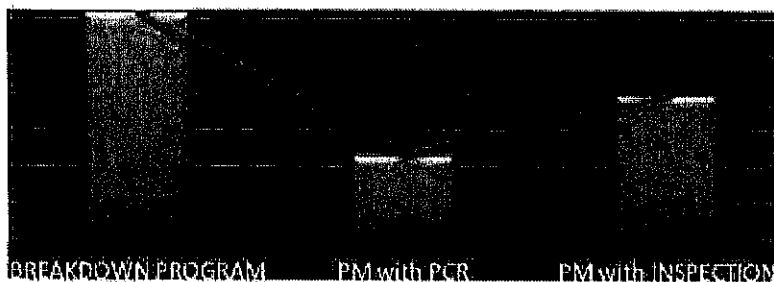
INITIATION AND AUTHORIZATION OF WORK

INITIATION AND AUTHORIZATION OF WORK		%
Q#	Do you have...?	
1	A written formal work order (Repair Order - RO) system	80%
2	A printed (or computer generated) Repair Order (RO)	80%
3	A written Procedure for your RO system	20%
4	A single person or unit responsible for screening and/or prep of all RO	80%
5	A formally designated and trained group that can request Maintenance Service	80%
6	All work identified by repair reason: PM, Re - build, Accident; Emergency	80%
7	A guideline that extra authorization is required for special jobs in contrast to normal repairs	80%
8	A guideline for a "Reasonable Date Wanted" on all RO with restrictions against the use of ASAP, AT ONCE, HOT, etc.	100%
Total Points (180 possible)		

PLANNING AND SCHEDULING		%
Q#	Do you have...?	
1	Historical performance standards for common repairs (actual time)	90%
2	Periodic issuance of Earned Hour or Productivity reports	90%
3	A productivity incentive system	90%
4	Any feedback of a job's status before it is completed	90%
5	An up - to date for any projects such as major re - builds jobs, or refurbishments, with start & end dates, hours, etc.	90%
6	Reviews of the project plan by the Transportation Mgr. and other top Mgr.'s on a weekly basis	90%
7	PM inspections and service done on schedule and not delayed due to large jobs or lack of labour	90%
8	Jobs completed on time and in line with schedule and promises made	90%
9	A process (and use it) to trend backlog to support crew size changes	90%
10	Data (and use it) to predict scheduled overtime and use outside shops	90%
11	A good idea of the effect in hrs./month of changes in fleet size or mix (or after an acquisition)	90%
Total Points (260 possible)		

PM Incidents	601
Failure rate x PM Interval ID = PM Replacements	
PM Replacements	111
Failure rate x (100% - PM Interval ID%) = Emergency Incidents	
EMERGENCY Incidents	10
PM incidents x administrative repair cost + administrative inspection cost) = Inspection Cost	
INSPECTION Cost	R [REDACTED]
PM incidents x (administrative repair cost + administrative repair cost) = Scheduled Replacement Cost	
SCHEDULED Cost	R [REDACTED]
Emergency incidents x (cost per non-scheduled failure + administrative repair cost) = Non-scheduled Failure Cost	
NON-SCHEDULED Cost	R [REDACTED]
Inspection costs x scheduled replacement cost + non-scheduled failure cost = Total Cost of PM Program	
INSPECTION	R 162
SCHEDULED	R 183
NONSCHED.	R 51
Total cost	
R [REDACTED]	

Cost Graph



The best available option will be used as the input for the CPK cost modeling.

2.9.3 Auditor

This section sets out a way to evaluate if the Operators are able to comply with minimum requirements to produce reliable and useful technical information. It must be used in an excel format, where formulas function appropriately.

PREVENTIVE MAINTENANCE	
Q#	Do you have...?
1	High PM compliance (90 % PMs are done in the week they are due)
2	Unique unit numbers for all units and use those unit numbers on all ROs
3	Repair history readily available to identify costs, frequencies, and component systems since equipment was purchased
4	Comparison data of repairs to like units like service
5	Repair budgets for major units
6	PM mechanics generated RO's immediately after detecting conditions that should be corrected
7	A tickler file, computer system, or some other method to automatically generate PM inspection orders when they are due
8	Mechanics assigned to PM on a full time basis (not interrupted by breakdowns or other works)
9	All PMs rationalized to that statutory PMs are incorporated into regular PMs to avoid duplication
10	Special training for PM mechanics in diagnosis and Predictive Maintenance
Total Points (205 possible)	

%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%

STORES AND PARTS	
Q#	Do you have...?
1	Maintenance responsible for control of maintenance stores
2	Store requisition for special parts tied to RO
3	All parts issued charged to units
4	An annual physical inventory and review with elimination of obsolete parts
5	A shortage (last physical inventory 0%, 1%, 2%, 3%, 4%, 5% or greater)
6	Controlled stock levels (Re-order points, min-max levels)
7	A parts catalogue which includes a cross-reference
8	Units down awaiting parts (% of time)
9	The stores system identifies make, model, and where the part is used
10	A functioning warranty management system for parts that fail before the warranty is used up
Total Points (185 possible)	

%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%

MAINTENANCE ADMINISTRATION	
Q#	Do you have...?
1	An organizational chart
2	Adequate planning and clerical staff
3	A job time- keeping system to identify and account for all payroll hours against units or other assigned task
4	A regular report showing labour hrs. for PM, Emergency, scheduled repair and other activities
5	Regular meetings with user departments
6	The Maintenance Department head report to the VP of Transportation or Operations or Plan Manager
7	Regular identification, and review, of repeat repairs with an eye towards solving them permanently
8	A warranty management system for all Vehicle warranties
Total Points (170 possible)	

%
31%
31%
31%
31%
31%
31%
31%
31%

2.9.4 Computerized Maintenance Management System

This section is complementary to the Auditor in order to check if the Operator are able to analyze the information.

(a) Work order management

Work orders (WOs)

	YES	NO
Five or more levels of work order hierarchy that can be scheduled separately		
Able to create blanket work orders usable on multiple equipment from different cost centres		
Define shift hours on the work order		
Able to prohibit a user charging R to other's cost centres		
Define the default cost centre for work orders		
Able to charge overhead to a particular work order without a special labour rate		
Safety tasks/instructions are recorded against work orders		
Able to retrieve drawings directly into the CMMS from within the work order screen		
Drawings can be edited from within the work order screen		
Spare parts selection		
	YES	NO
Standard parts list for the selected asset within the work order screen		

Flag parts as "critical spares"		
Flag parts as "hazardous material"		
Drill down on standard parts to view nameplate detail from the inventory control module		
"Hot key" to a drawing showing standard parts for the asset		
Drill down on "hot spots" on the drawing to link to detailed part information		
View detailed parts status from within the work		

Contract maintenance

	YES	NO
Contract maintenance can be identified on the schedule		
Avoid distortion of capacity on the schedule		
Contract labour hours can be planned and actuals reported without WO/PO distortion		
Material can be planned and actuals reported without WO/PO distortion		

Approvals

	YES	NO
Total R booked for planned labour and material, are used in establishing approval levels		
Approval level changes when the WO is in overrun for the cost of total labour/materials booked		
Approvals can be defined for status changes for WOs		
Multiple approvals can be set up where routing is automated		
Approvals can be set up by one of multiple people including auto routing and notification		
Alternative approvals can be set up		
Able to define approval limits as a range		

Closing work orders

	YES	NO
Reopen a closed work order		
Charge labour to a closed work order		
Charge materials to a closed work order		
Prevent closing a work order based on work order status		
Prevent closing a work order based on asset status		
Record final asset disposition status before closing the work order		

Web based work request

	YES	NO
Work requests can be created by anyone with web or e-mail access and processed automatically		
Work request originators receive acknowledgement that the work request was received		
Work request originators can determine a work request status at any time		
Work request originators receive an acknowledgement when a work request is rejected		

Explanation is provided to the work request originator if work request is rejected		
Work request can be completed via a web browser		

Scheduling

Priorization

	YES	NO
Separate field to prioritize WOs based on urgency		
Separate field to prioritize equipment based on criticality		
Separate field to prioritize WOs based on health/safety		
Separate field to prioritize equipment based on health/safety		
Separate user-defined field to prioritize WOs other than above		
Separate user-defined field to prioritize equipment other than above		
Other fields are provided to prioritize WOs or equipment used in scheduling		
Priorities are combined and used to suggest a schedule		
Priorities can be combined in a user-defined manner using Boolean logic		

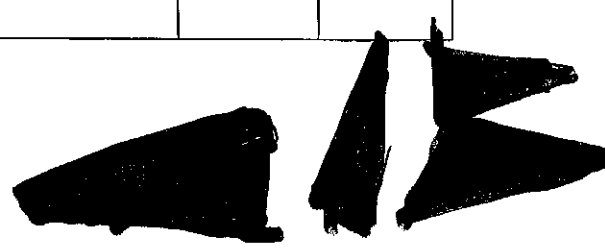
Graphical schedule

	YES	NO
Graphical schedule showing workload and resource availability		
Graphical schedule shows workload capacity		
Able to drag and drop work orders on the graphical schedule		
Users can drag and drop resources on the graphical schedule		
Users can drill down to access detailed WO information from within the graph itself		
Users can then edit the WO information from within this detailed WO screen		
Calendar showing hours available by crew by day		
Users can show crew utilization graphically by day		

What if analysis

	YES	NO
Users can perform what-if analyses allowing changes to work order priority		
Users can perform what-if analyses allowing changes to labour availability		
Users can perform what-if analyses allowing changes to estimated duration		
Users can perform what-if analyses allowing changes to work order start date		
Users can perform what-if analyses allowing changes to expected completion date		
Users can determine crew utilization for each what-if iteration		
Users can use the graphical schedule in what-if mode		
Users can use the graphical schedule in what-if mode without restricted editing capability		

Tools and special equipment



	YES	NO
Tools or special equipment can be optionally serialized		
Users can report on how many tools and special equipment are checked out by a given user		
Tool usage can be analyzed from the schedule		
Tools can be scheduled separately to avoid double booking		
Scheduled tool use can be costed		
Special equipment such as cranes can be scheduled separately		
Special equipment usage can be analyzed from the schedule		
Special equipment scheduled can be costed		
Users can track tools and special equipment in for repair		

Other

	YES	NO
Schedule has resource balancing utilizing planned absences		
Schedule has resource balancing utilizing planned downtime		
Schedule can display in-process work orders, including revised hours by craft to completion		
Users can report on crew or tradesperson utilization		
Distinction can be made between scheduling and planning		

Third party billing

	YES	NO
CMMS system can create an invoice to a third party for labour and material used		
Labour/material costs can be marked up		
Other costs can be marked up		
Time/cost can be rounded		
Users can establish a minimum labour time		
Users can establish a minimum amount charge		
If multiple customers are involved, third party customers can be provided access to only their information		
Third party customers can be restricted insofar as what information they can access		
Users can post a deposit made by the Third party		

(b) Preventive maintenance

Standard data

	YES	NO
PM task definitions		
PM task times		
Corrective task times		
Safety checklists and tasks		
Reliability-centred maintenance conditions linked to tasks		

Triggers

User controllers

	YES	NO
Users can trigger preventive maintenance (PM) by time using a separate field		

Users can trigger PM by usage using a separate field		
Users can trigger PM by event using a separate field		
Users can trigger PM by condition using a separate field		
Users can have multiple triggers per asset		
A trigger from one indicator can reset all other triggers		
Users can nest triggers with different cycles		
Users can combine indicators using Boolean logic to create consolidated or alternate indicators		
Users can recommend corrective actions based on conditions		
Readings are validated with a user-defined validation formula		
Alarm tables for indicators are color coded		
Users can have a PM routine triggered on a preferred day/date if within tolerance		
Users can forecast when the next meter reading should occur based on historical readings		
Users can establish PM shadowing to avoid duplicate PMs		
Users can "override or take credit" for corrective work that covers PM work due		

Triggers graphics

	YES	NO
Graphic showing component hierarchy and corresponding indicators		
Hot spots on the graphic for drill-down on indicators for further detail		
Conditions and alarms are visible and distinguished on the graphic		
Users can acknowledge an alarm or condition easily from within the graphic screen		
Users can enter a new condition easily from within the graphic screen		

User defined activity triggers

	YES	NO
Activity triggers alarm, pager, or e-mail		
When downtime exceeds a threshold value		
When measures exceed control limits		
When measures trend within certain a percent of control limits		
When average MTBF is outside a given range of values		
When equipment is due for warranty work		
When parts have not arrived for a work order coming due		
When wait time within a workflow exceeds a value		
When activity times within a workflow exceed standard		
When a PM routine's "critical percent" reaches a threshold		
When the rate of expenditure will cause an overrun		
When a failure has repeated within a user-defined period		



Scheduling

Output options

	YES	NO
There is a PM master that can show forecasted cycles resulting from choice of frequency		
Users can make adjustments to scheduling of the PM routine within the PM master		
Users can display shutdown periods on the PM schedule		
Users can display peak production periods on the PM schedule		
Users can display holidays on the PM schedule		
Fifty-two week Schedule		
Predefined business rules		
	YES	NO
PM history is used automatically to suggest corrections to future PM scheduled		
Priority automatically increases the longer the PM is not done		
Users can ensure there is no build-up of missed PMs		

Special date ranges

	YES	NO
Users can establish seasonality for a given procedure		
Users can establish seasonality for a given asset		
Users can establish multiple start/stop dates for procedures		
Users can establish multiple blackout periods for procedures		
Users can establish multiple start/stop dates for assets		
Users can establish multiple blackout periods for assets		

Scheduling criteria

	YES	NO
Users can schedule PM by the hour		
Users can schedule PM by number of recurrences		
Users can schedule PM occurrence by recurring months/days		
Users can schedule PM on specific calendar dates		
Users can schedule PM with specific calendar dates as exceptions		

Routing

	YES	NO
Establish a PM Route for a single asset type across multiple locations		
Establish a PM Route for multiple assets in a single location		
Establish an "asset group" tying several assets to one or more procedures		
Reroute PMs referencing a GIS locator		
Problem/cause/action codes can be recorded against individual assets along the Route		
Labour and material can be charged to an individual asset along the Route		
Labour and material can be charged using an average cost spread over all assets en route		

Identify "critical percent" for each asset/procedure		
Generate a Route based on [REDACTED] logic surrounding the critical percent		

Inspection and risk assessment

	YES	NO
Users can conduct multiple inspections at multiple points on an asset or infrastructure		
Users can set up and record results of a risk-based assessment defining risk and criticality of failure		
System automatically increases the frequency of inspection if the risk increases		
Users can define a "confidence rating" on the risk		
For a given assessment, users can provide inspectors with nominal (i.e. expected) value		
Users can provide inspectors with historical information including last value, date, and description		
Replacement frequency can be tracked for inspection tools		
Users can define a formula to determine the critical value for inspection readings		
Standard work order or PM routine will be issued automatically if the critical value is reached		
Users can define minimum and maximum threshold values for inspection readings		
Users can define a tolerance percent		
Regression analysis is used to predict the next date for reaching the critical value		
Users can record an "extreme value"		

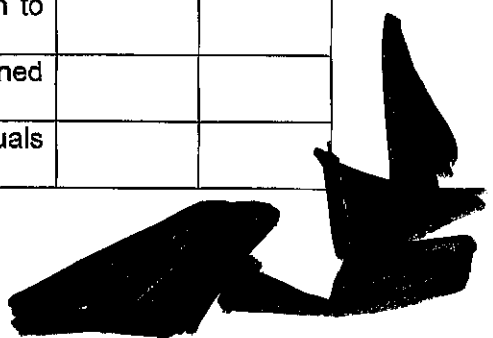
(c) Equipment history

GIS

	YES	NO
Users can inventory assets by a GIS locator		
Each asset record shows GPS coordinates		
Users can report on work history by a GIS locator		
Graphical map of assets can be shown with GIS locators		
Users can assign assets on the map to a Route		
From the map users can create a work order for a given asset or all assets on a Route		
Users can flip back and forth between the map and asset record		
Users can assign and unassign an asset to a given location on the map		
Users can drill down on 'hotspots' on the graphical map		

Budget

	YES	NO
Users can budget and track actual maintenance costs down to the G/L account code		
Budgeting module is directly integrated with the planned (committed) hours/materials on the WOs		
Users can budget for multiple cost types and track actuals against them		



Detailed budgeting is available for capital projects		
Users can do what-if analyses on project budgets		
Activity based costing is available		
Activity codes are linked to G/L account codes		
Users can budget for activity codes		
Users can perform what-if analyses on the budget by generating WOs or a work plan in simulation mode		

Asset tracking

	YES	NO
Users can charge time and materials directly to an asset		
Assets can be identified as trackable?		
When assets are tracked, user can define status		
Assets can be identified as repairable		
Assets can be identified as requiring inspection or other QC procedure		
Assets can be identified as requiring lot management		
Users can track asset move history for each location following multiple transfers between sites		
Move history shows move date, from/to location, from/to parent, WO/PO #'s, and move cost		
Users can track costs for multiple lives of an asset (e.g., after rebuild), or total across all lives		
Users can optionally track actual repaired value for an asset or depreciated/appreciated value		
Users can assign an average repair cost to an asset		
Equipment costs can be tracked by user-defined statistics		

Warranty

	YES	NO
Work orders on warranty are summarized and reported		
CMMS program prepares a warranty claim		
CMMS program records and tracks multiple warranties on a single asset		
Warranty type is differentiated		
Warranties can be tracked on a calendar basis		
Warranties can be tracked on a meter basis		
If tracked by meter, there is a starting usage, expiration meter reading, and threshold		
Able to do warranty renewals		
Users can favour use of serialized parts that are closer to warranty expiration		
Users can favour use of non-serialized parts that are closer to warranty expiration		

Event tracking

	YES	NO
Users can define an event type		
Users can define an event class		
Users can link an event to a given asset		
Date and time stamp for the start and end of the event		
Able to link the event to production loss		

Users can link an event to percent production capacity		
Users can record activities and actions that make up the event duration		
Users can track elapsed time for each activity within an event		
Users can track total elapsed time for an event		
Users can track problem/cause/action codes for events		
Confidence factor is provided as to the probability of recurrence		
User can record the "estimated time to next occurrence" for each event		
Event history can be tracked		

Problem/ cause/ action hierarchy

	YES	NO
Problem codes are grouped and tied to a given asset		
Users can group and tie problem codes to a given asset group		
Cause codes are grouped and tied to a given problem code for a given asset (group)		
Action codes are grouped and tied to a given problem/cause/asset combination		
Users can select codes from a master list to reduce duplication		

Reporting

	YES	NO
Production downtime is distinguished from equipment breakdown, and are both tracked		
Record and report on reason codes for downtime		
Repaired parts are tracked		
Shop charges for parts can be tracked		
User-definable specification sheet for tombstone data for equipment and components		
Option to vary the amount of detail saved to a history		
Report on budgeted versus actual revenue, cost, and margin		
Set default for a given employee		

Analysis

Failure analysis

	YES	NO
Frequencies and probabilities are analyzed for problems/complaints		
Frequencies and probabilities are analyzed for root causes		
Frequencies and probabilities are analyzed for actions taken		
Pareto analysis is done for problem/cause/action codes		
Mean-time-between-failures (MTBF) can be tracked		
MTBF for a specific root cause can be determined		
Mean-time-to-repair (MTTR) can be tracked		
Mean-wait-time (MWT) can be tracked		
Time since the last failure can be tracked for any failure type, in order to determine trend		
Time since the last failure can be tracked for a user-defined root cause		
Time since the last failure can be tracked for a user-defined		

action taken		
Time since the last failure can be tracked from the last checkpoint		
Users can drill down to determine detail from time-since-the-last-failure analysis screens		

Statistical analysis

	YES	NO
Frequencies and probabilities are analyzed for idle or delay time		
Frequencies and probabilities are analyzed for work order status history		
Frequencies and probabilities are analyzed for equipment availability		
Frequencies and probabilities are analyzed for equipment performance		
Frequencies and probabilities are analyzed for product quality		

Asset-related analysis

	YES	NO
Asset reliability		
Asset performance		
Asset utilization		
Asset availability		
Availability impact		

Other analysis

	YES	NO
Tracks life cycle cost for a given asset		
Tracks life cycle cost for a group of assets		
Troubleshooting database to help diagnose repair problems		
Warranty repair work done can be tracked and analyzed		
Safety tasks/instructions can be tracked and analyzed for work orders and PM routines		
Manual appreciation of capital spares		

(d) Vehicle maintenance

	YES	NO
Separate module for Vehicle maintenance		
VMRS standard codes are built in to the system		
Consumption rate of fuel and other consumables can be tracked		
Vehicle mileage can be tracked		
Vehicle utilization can be tracked		
Consumable usage can be tracked		
Users can report on real-time operational status of a given Vehicle		
Users can determine environmental correlations such as weather		
Users can analyze wear history for tires, brakes, etc.		
Vehicles can be reserved		
Fleet assets can be depreciated		
Users can record operational data for a given Vehicle		

(e) Calibration management

	YES	NO
Users can schedule and manage calibration of gauges and test equipment		
Users can record and manage to measurement standards		
Multiple measurements are allowed		

(f) PDA

	YES	NO
Download work orders onto a PDA		
Upload hours worked and work done against a work order from a PDA		
Download parts required		
Download other inventory information		
Upload parts used		
Download tool required		
Scan barcodes on assets, parts, or employee badges with scanner built into PDA		
Work requests can be entered on a PDA		

(g) Specialized modules

	YES	NO
Keys Management module		
Tools management module		
Lockout/Tag out module		



1

CLEANING AND MAINTENANCE OF DEPOTS AND EQUIPMENT



3. Cleaning and Maintenance of Depots and Equipment

3.1 Initial Allocation of Depots and Staging Areas

The Operator will initially be assigned one or more of the City's Depots and/or Staging Areas in accordance with **Table B13** and for which it will be responsible for management and security. This allocation can be varied at a later date by the City in consultation with the affected Operators.

Table B13. Initial Assignment of Depots and Staging Areas

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
		[REDACTED]

*Owns depot

The addresses of the depots and drawings showing their layouts are shown in **Tables B14 and B15**.

Table B14. Address of Depots and staging areas

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
N/A	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
		[REDACTED]
		[REDACTED]
		[REDACTED]



Table B15. Layouts Drawings of Depots

Facilities:	Staging Area	
	Administration Building	901-WD-A-2000 901-WD-A-2002
	Maintenance and Maintenance Support Building	901-WD-M/MS-2000 901-WD-M/MS-2001 901-WD-M/MS-2002
	Support Buildings: Refueling Canopy Refueling Office Chassis Wash Canopy Exterior Wash Canopy Bus Wash Support Building	901-WD-RCE-2000 901-WD-RCE-2001
	Security Building	901-WD-S-2000
	Guard Building	901-WD-G-2000
	Staff Car Parking Area & Shade Canopy	901-WD-Z-1000
	Bus Practice Station Platform	901-WD-Z-1000
	Playing Field	901-WD-Z-1000
	Paved Areas and Landscaping	901-WD-Z-1000

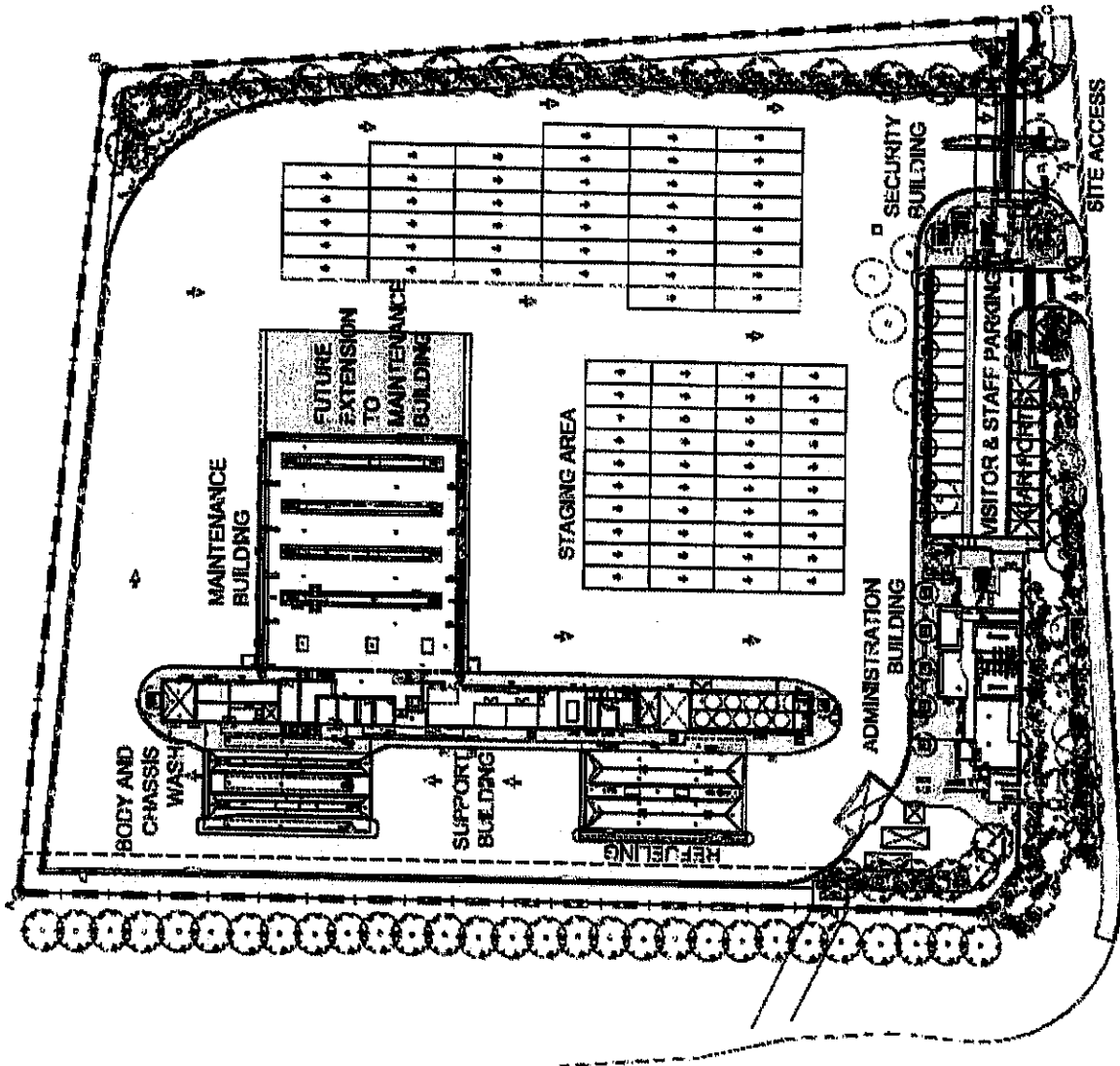
Facilities:	Staging Area	1007-RD-Z-1000
	Administration Building	1007-RD-A-2000 1007-RD-A-2001
	Maintenance, Support, Wash and Refueling Building	1007-RD-SMRW-2000 1007-RD-SMRW-2001 1007-RD-SMRW-2002 1007-RD-SMRW-2003
	Security Building	1007-WD-RD-2000
	Staff Car Parking Area & Shade Canopy	1007-RD-Z-1000
	Paved Areas and Landscaping	1007-RD-Z-1000

Facilities:	Staging Area	1106-WD-Z-1000
	Operations Building	1106-WD-O-2000 1106-WD-O-2001
	Security Building	1106-WD-S-2000
	Refueling Building	1106-WD-R-2000
	Administration Building	1106-WD-A-2000 1106-WD-A-2001
	Maintenance Building	1106-WD-M-2000 1106-WD-M-2001 1106-WD-M-2002 1106-WD-M-2003
	Staff Parking Area	1106-WD-Z-1000
	Paved Areas and Landscaping	1106-WD-Z-1001 1106-WD-Z-1002
Facilities:	Staging Area	1106-WD-FS-1000
	Security Hut North and South	1106-WD-FS-1000
	Drivers' Hut	1106-WD-FS-1000
	Refueling Facility (On hold)	1106-WD-FS-1000
	Bus Practice Station Platform	1106-WD-FS-1000

Facilities	Parking area for buses (unmarked)	No drawings available
	Mess / locker / toilet facility for 14 drivers	
	Public toilet	
	ITS equipment rack and aerial	
	Security fencing	
It will NOT include:	Washing facility	
	Fuelling facility	
	Spare parts store	
	Workshop or technical inspection area	
	Security hut at gate	

PROJECT NO.	100-1000000000
DATE	10/1/00
BY	10/1/00
CHECKED	10/1/00
APPROVED	10/1/00
DESIGNED	10/1/00
DRAWN	10/1/00
SCALE	1"=100'
SHEET NO.	100-1000000000
TOTAL SHEETS	100-1000000000

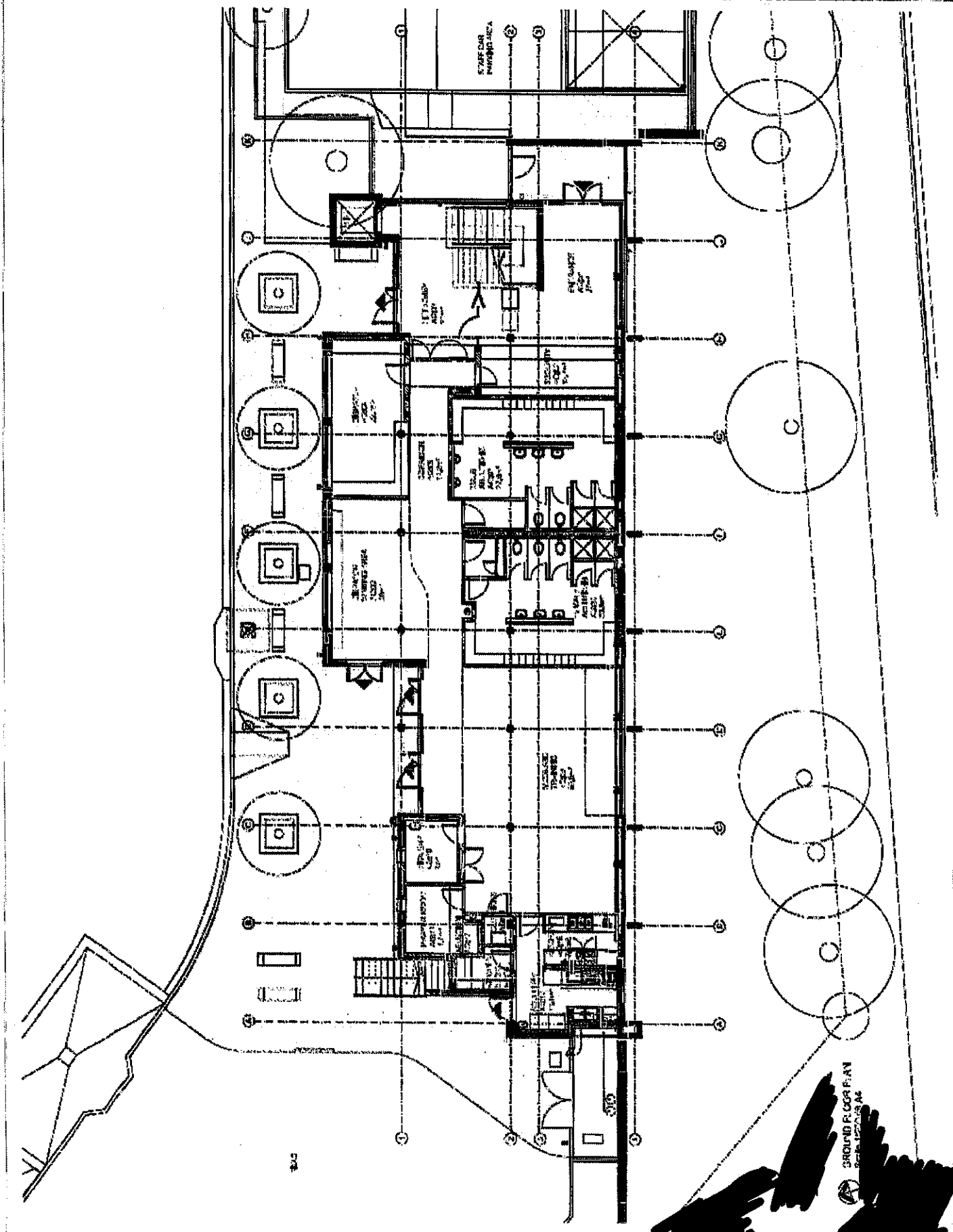
PROJECT NO.	100-1000000000
DATE	10/1/00
BY	10/1/00
CHECKED	10/1/00
APPROVED	10/1/00
DESIGNED	10/1/00
DRAWN	10/1/00
SCALE	1"=100'
SHEET NO.	100-1000000000
TOTAL SHEETS	100-1000000000



Scale: 1"=100'

10/1/00

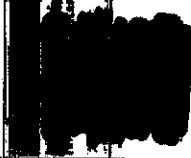
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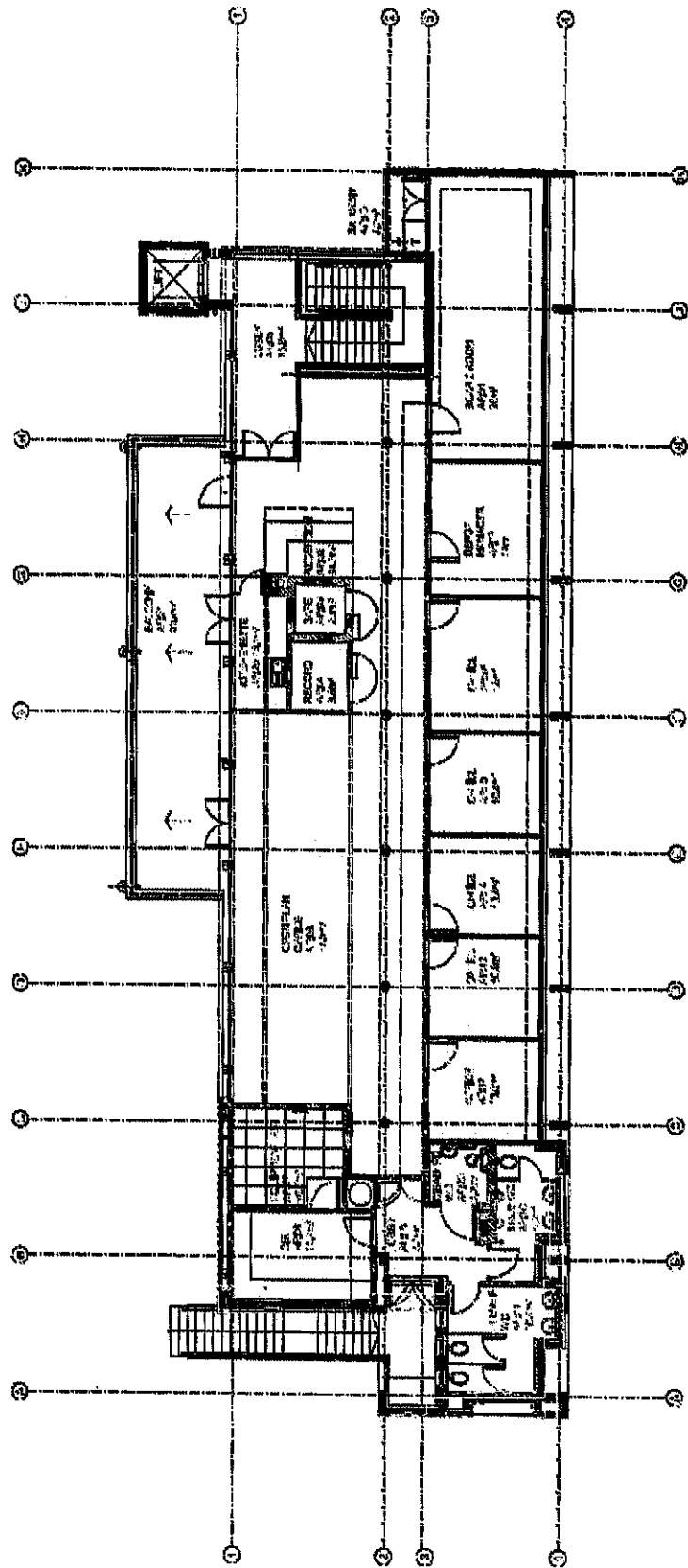
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
3. ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
4. ALL WINDOWS ARE 4'0" WIDE UNLESS NOTED OTHERWISE.
5. ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS NOTED OTHERWISE.
6. ALL ROOFS ARE 4" CONCRETE ON 8" GRAVEL UNLESS NOTED OTHERWISE.
7. ALL CEILING ARE 8'0" HIGH UNLESS NOTED OTHERWISE.
8. ALL STAIRS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
9. ALL ELEVATIONS ARE IN FEET AND INCHES.
10. ALL SECTIONS ARE IN FEET AND INCHES.



LOCATION PLAN

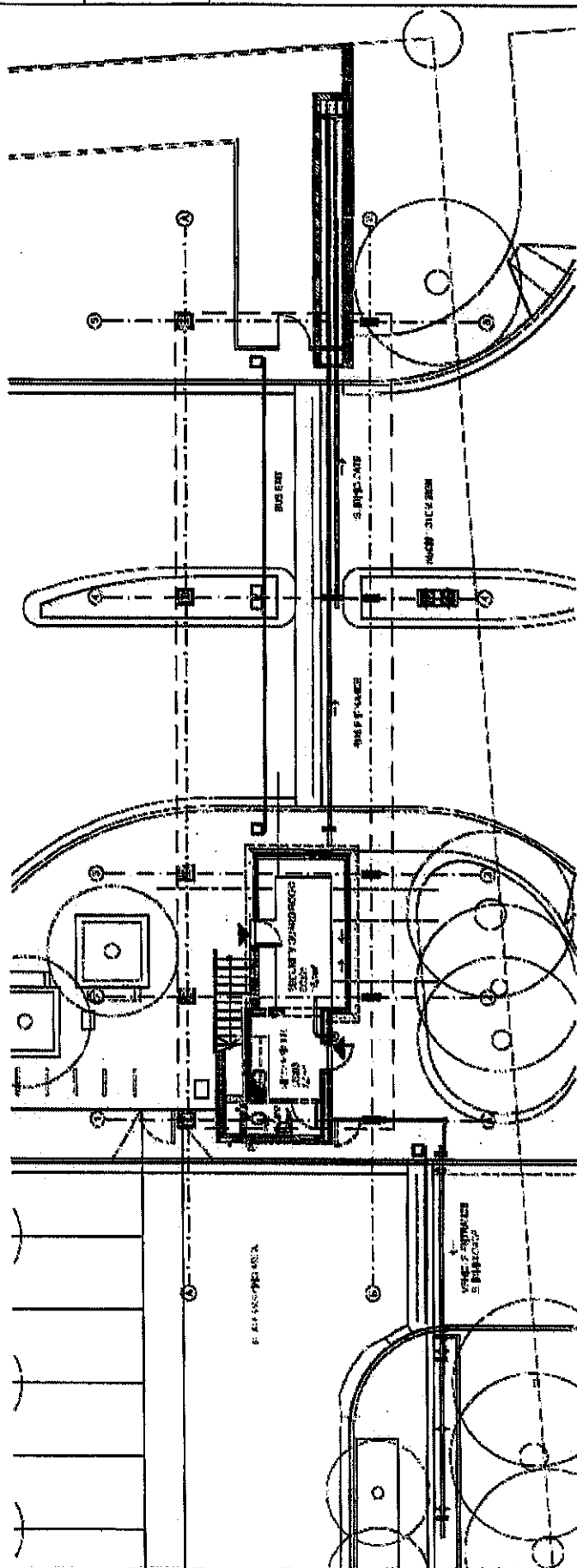


PROJECT NO.	100-100000
DATE	10/1/78
BY	J. J. J.
CHECKED	J. J. J.
APPROVED	J. J. J.
SCALE	1" = 10'-0"
PROJECT NAME	ALBANY BLUE CROSS
PROJECT ADDRESS	100-100000
PROJECT CITY	ALBANY
PROJECT STATE	NY
PROJECT ZIP	12208-0000
PROJECT PHONE	(518) 486-1000
PROJECT FAX	(518) 486-1000
PROJECT E-MAIL	ALBANY@ALBANY.NY.US
PROJECT WEBSITE	WWW.ALBANY.NY.US
PROJECT CONTACT	J. J. J.
PROJECT TITLE	ALBANY BLUE CROSS
PROJECT DESCRIPTION	ALBANY BLUE CROSS
PROJECT PURPOSE	ALBANY BLUE CROSS
PROJECT SCOPE	ALBANY BLUE CROSS
PROJECT BUDGET	ALBANY BLUE CROSS
PROJECT SCHEDULE	ALBANY BLUE CROSS
PROJECT RISK	ALBANY BLUE CROSS
PROJECT STATUS	ALBANY BLUE CROSS
PROJECT COMMENTS	ALBANY BLUE CROSS

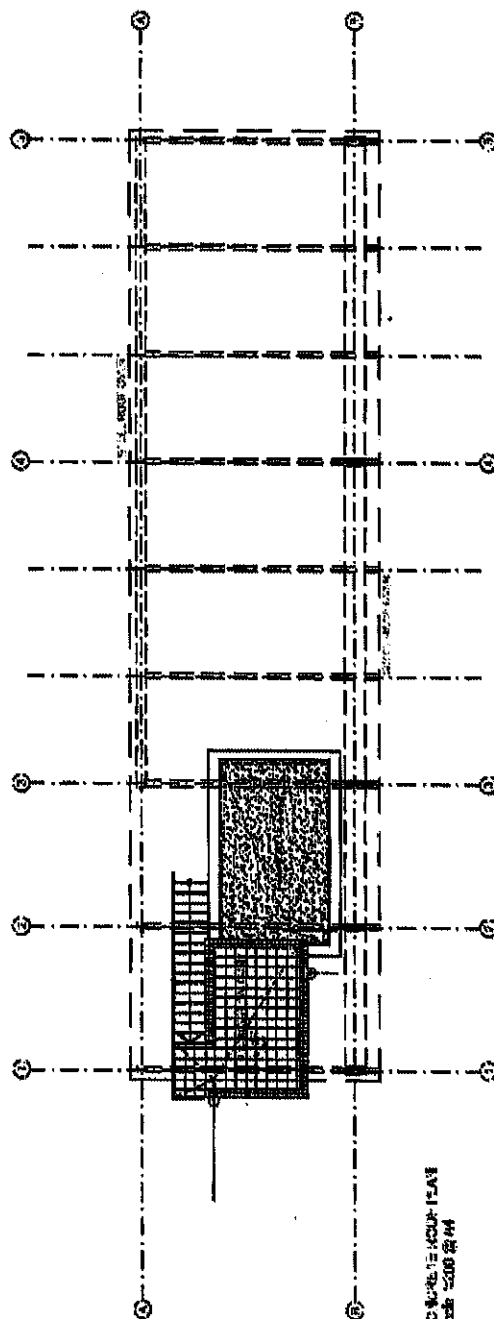


ALBANY BLUE CROSS
Scale 1/8" = 1'-0"



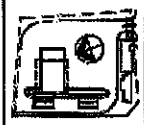


GROUND FLOOR PLAN
SCALE 1/2" = 1'-0"



CC-0: 15-100-15-15
Soc: 100-15-15

1. THESE DRAWINGS ARE TO BE USED FOR THE CONSTRUCTION OF THE BUILDING ONLY. NO OTHER USES ARE PERMITTED.
 2. THESE DRAWINGS ARE THE PROPERTY OF THE U.S. GOVERNMENT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE U.S. GOVERNMENT.
 3. THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PURPOSES, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF OTHER BUILDINGS, THE DESIGN OF OTHER BUILDINGS, OR THE DESIGN OF OTHER STRUCTURES.

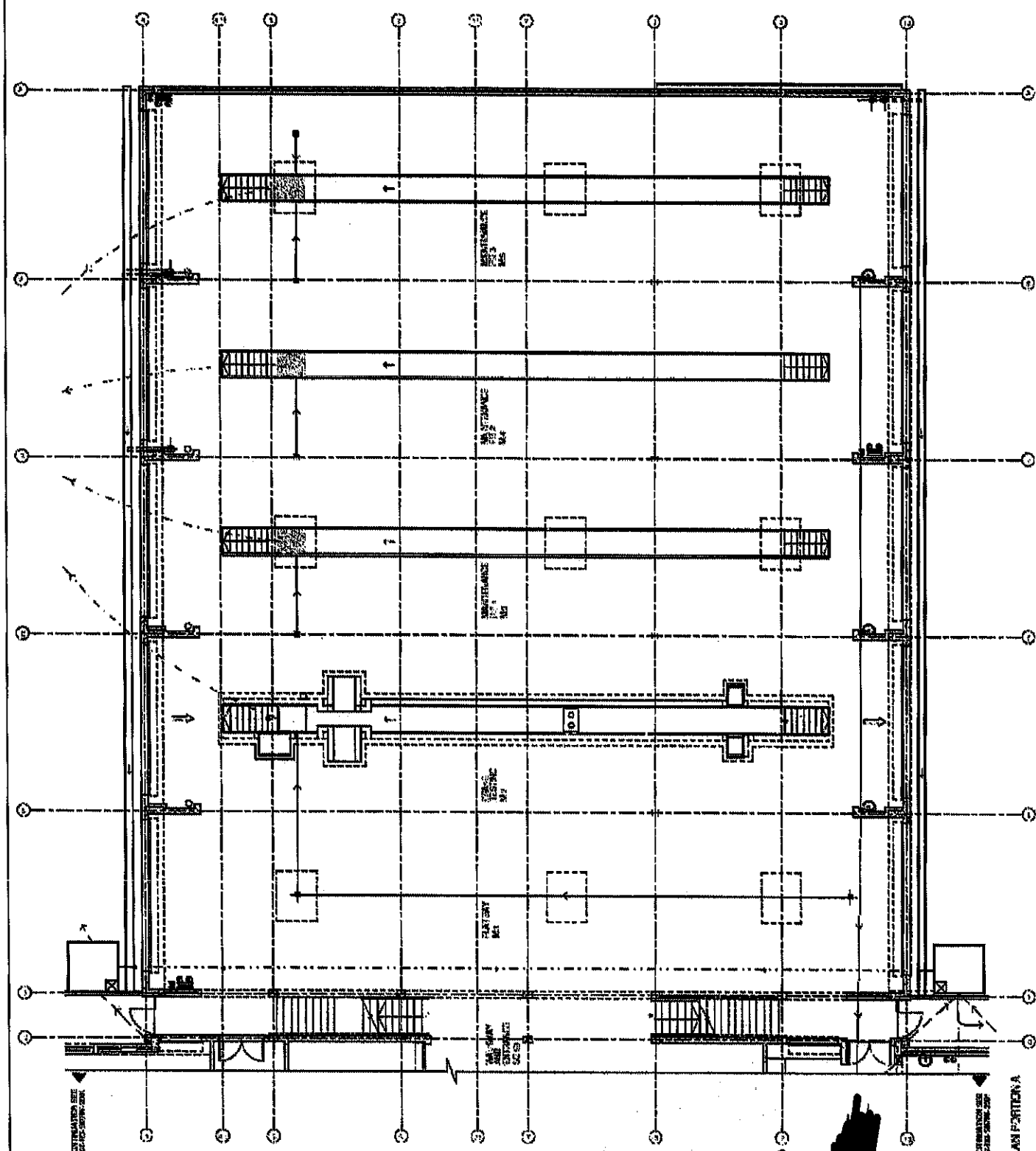


SECTION 201

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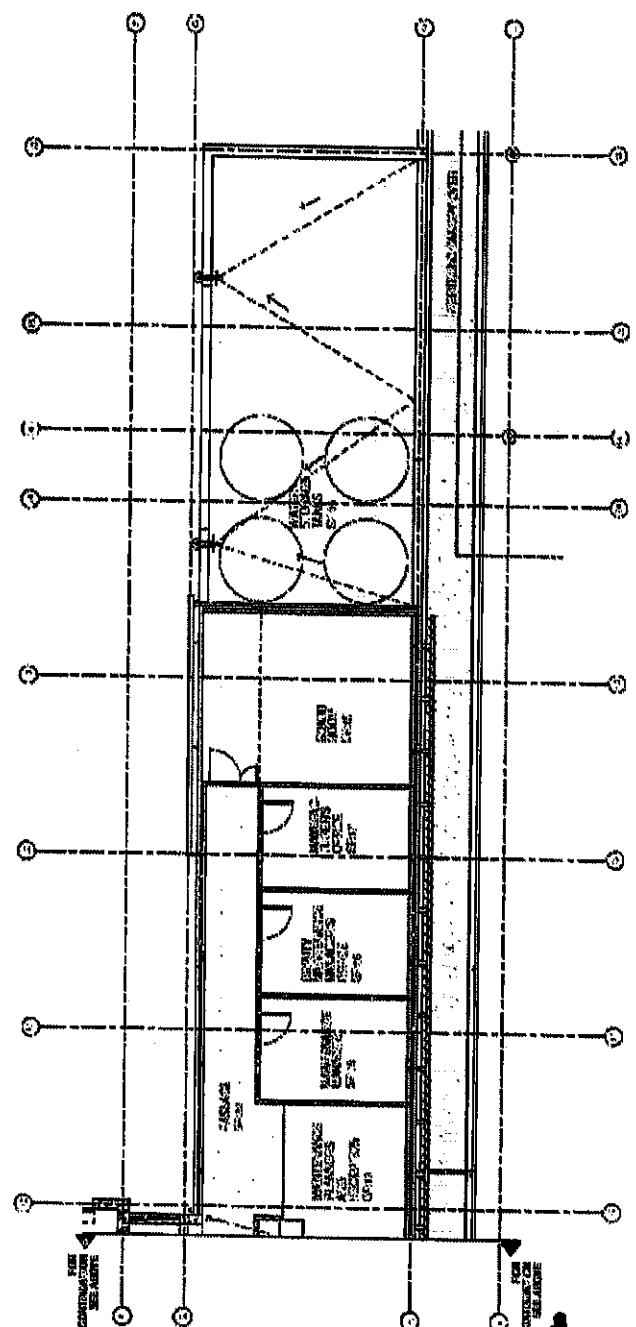
FOR INFORMATION SEE
DRAWING 100-100-100-100

FOR INFORMATION SEE
DRAWING 100-100-100-100

GROUND FLOOR PLAN PORTION A
 SCALE 1/8" = 1'-0"

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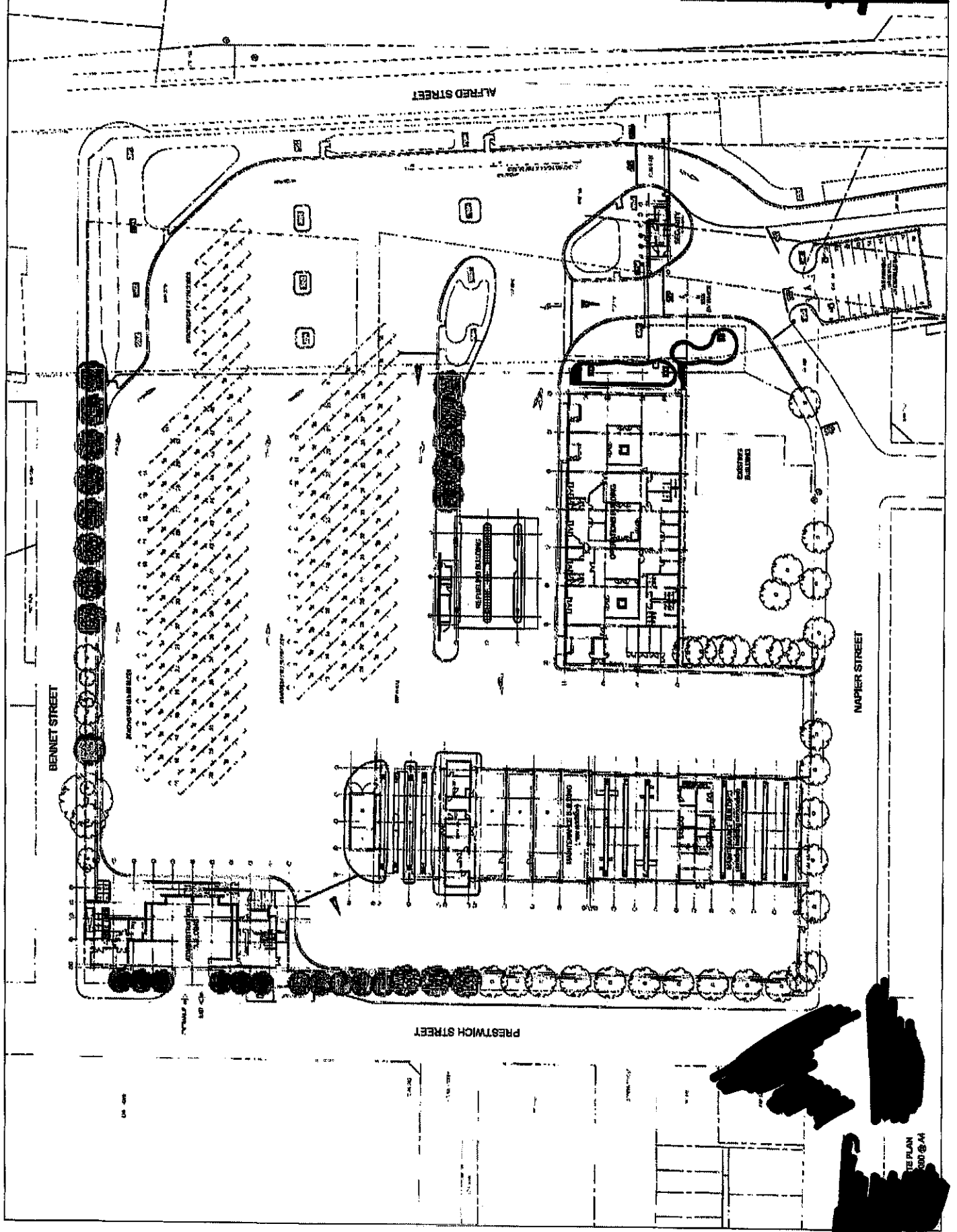




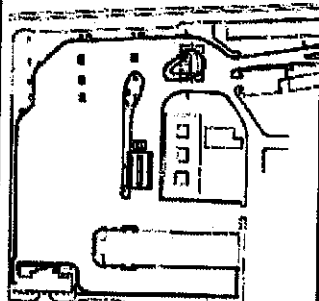
AREA CALCULATIONS	
TOTAL FLOOR AREA	402,271.1
SEITZ AREA	261,727.7
COVERAGE	13.5%
BULKY FACTOR	0.2%

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SITE PLAN
E96-10Aq
SW 1200 NW 1500
RECORD
DATE
BY
CHECKED BY
APPROVED BY
DRAWN BY
SCALE
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186-WD-Z-1008
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LOCALITY PLAN



REV	DATE	DESCRIPTION
001	01/01/00	INITIAL ISSUE
002	01/01/00	REVISION 1
003	01/01/00	REVISION 2
004	01/01/00	REVISION 3
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006	01/01/00	REVISION 5
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CITY OF NEW YORK: PUBLIC SERVICE: TAXES AND FEES

INNER CITY BUS DEPOT

SECURITY BUILDING GROUND FLOOR PLAN

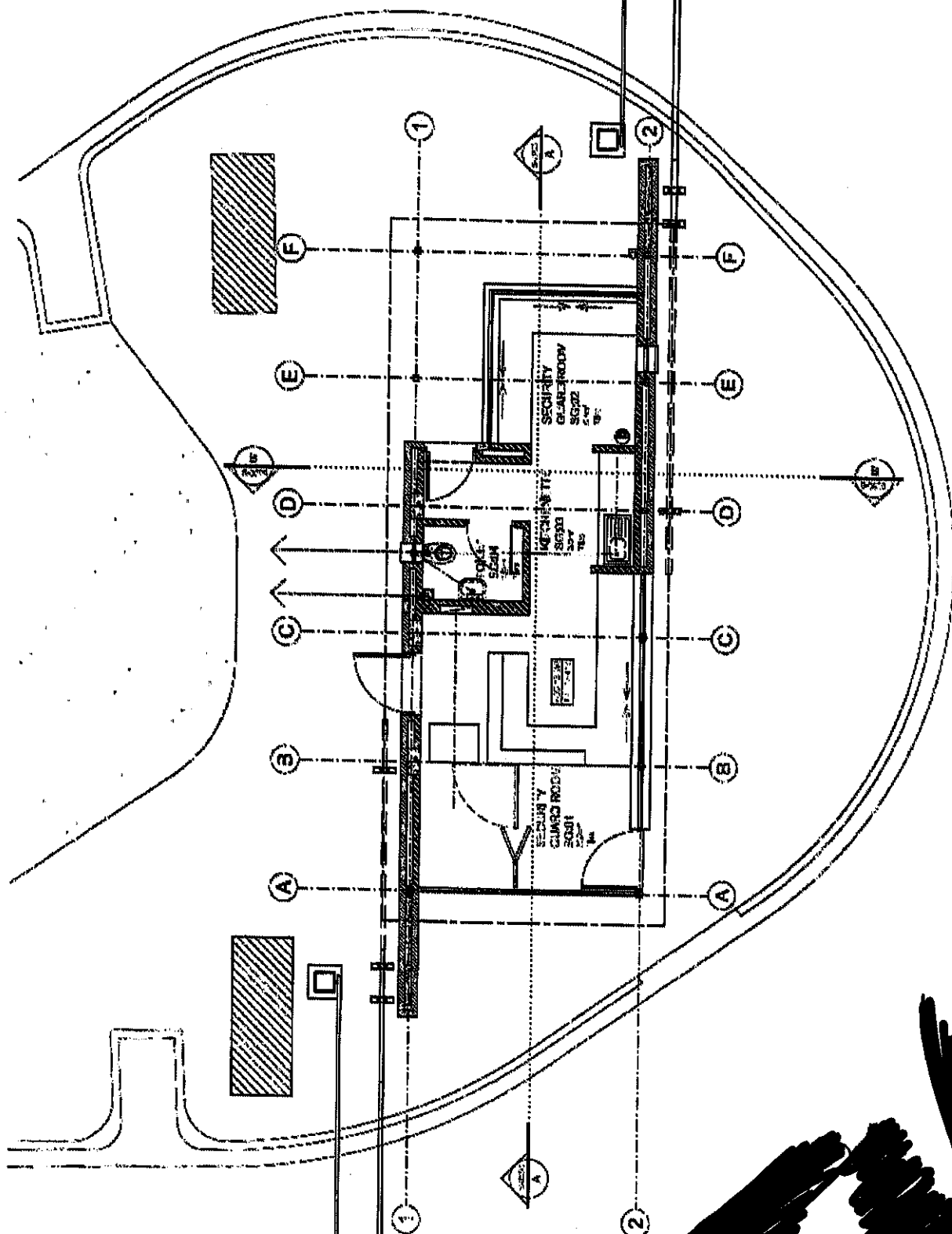
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GROUP FLOOR PLAN
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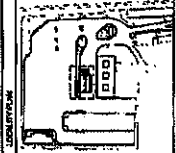
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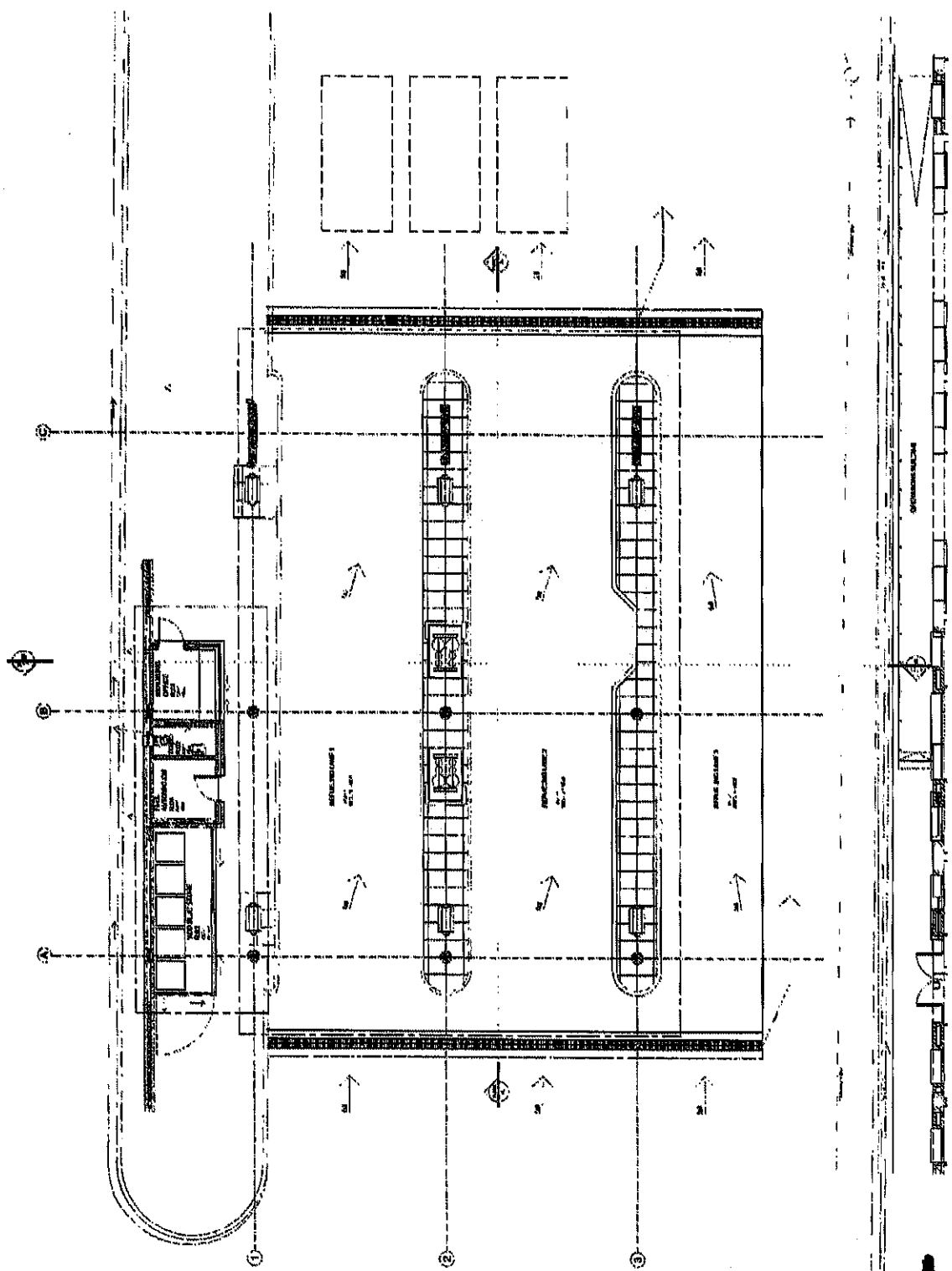
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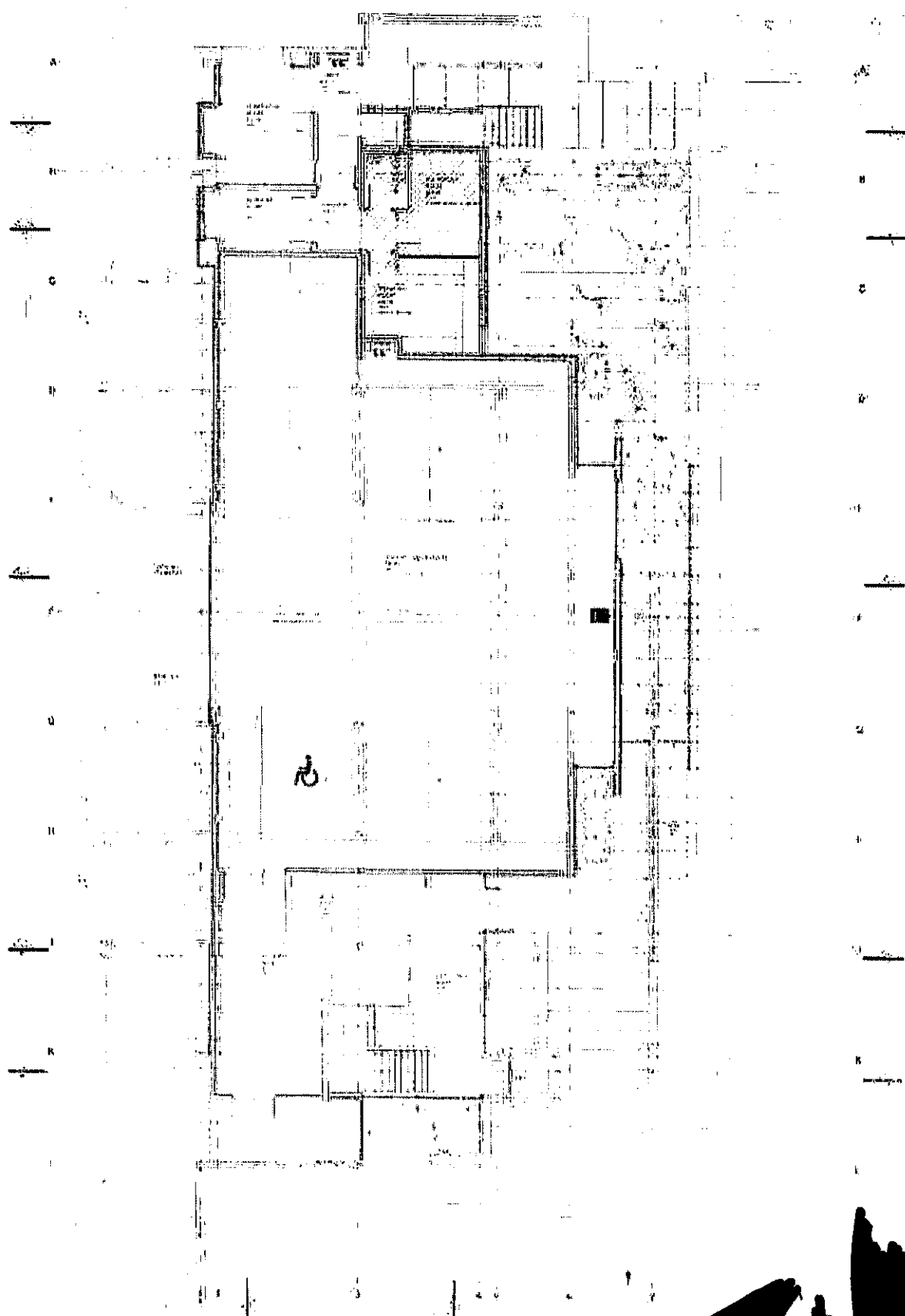
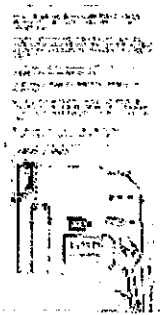
REFUELING BUILDING
GROUND FLOOR PLAN
RECORD

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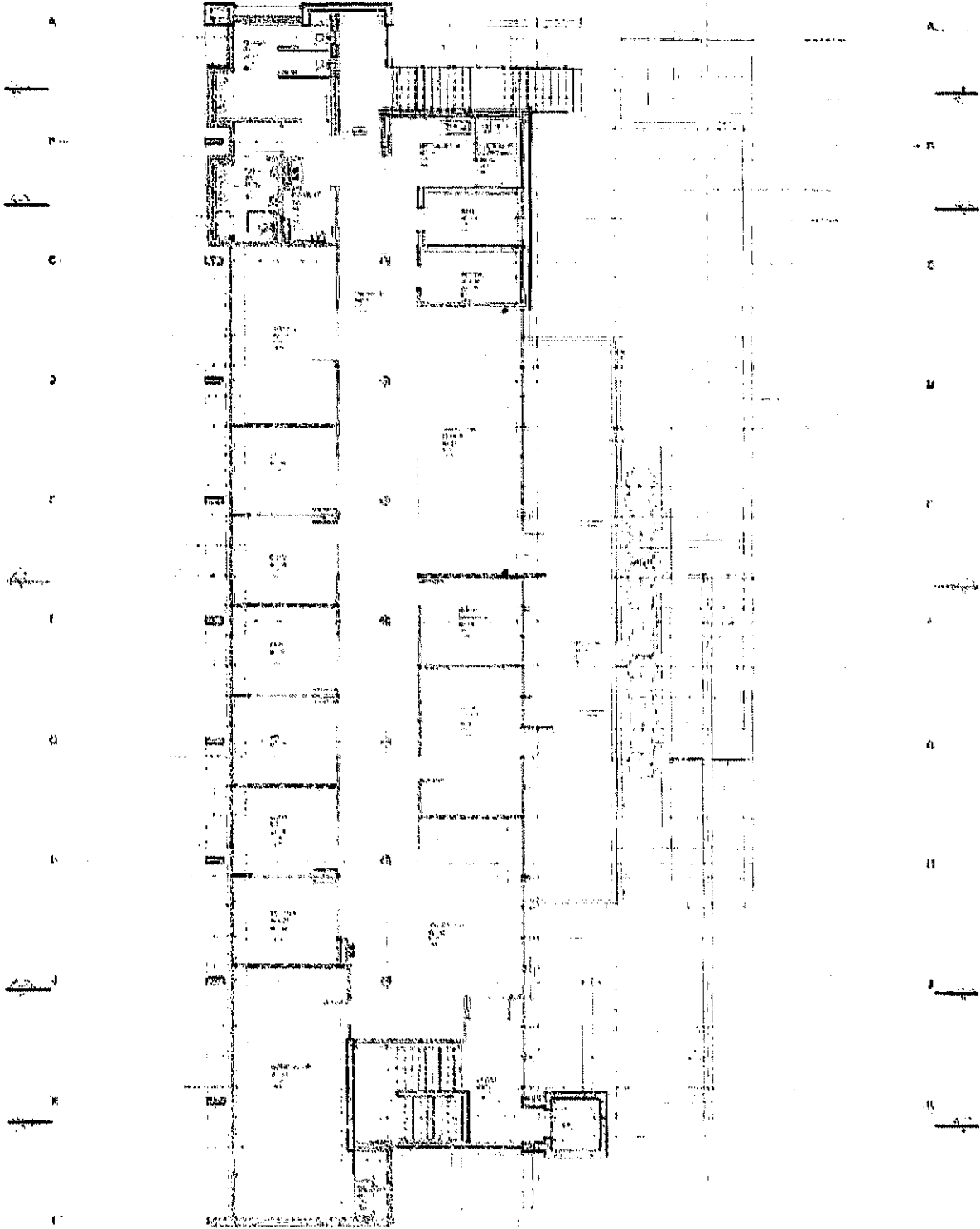


7 GROUND FLOOR PLAN
2000-00-00

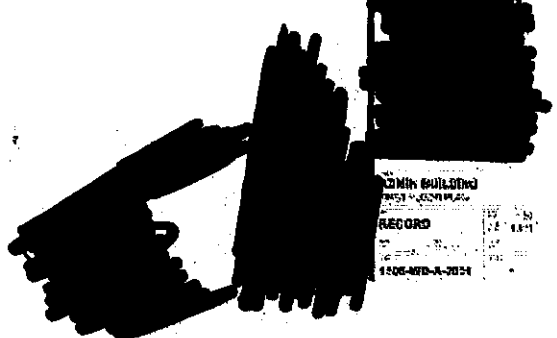
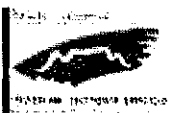


ADMIN BUILDING
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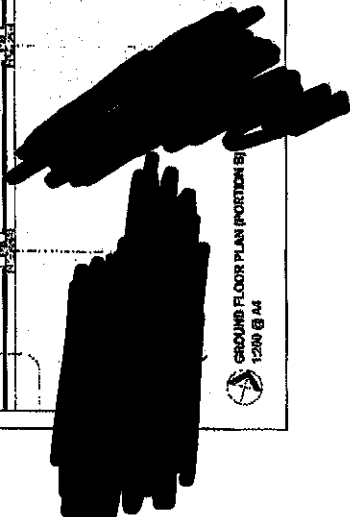


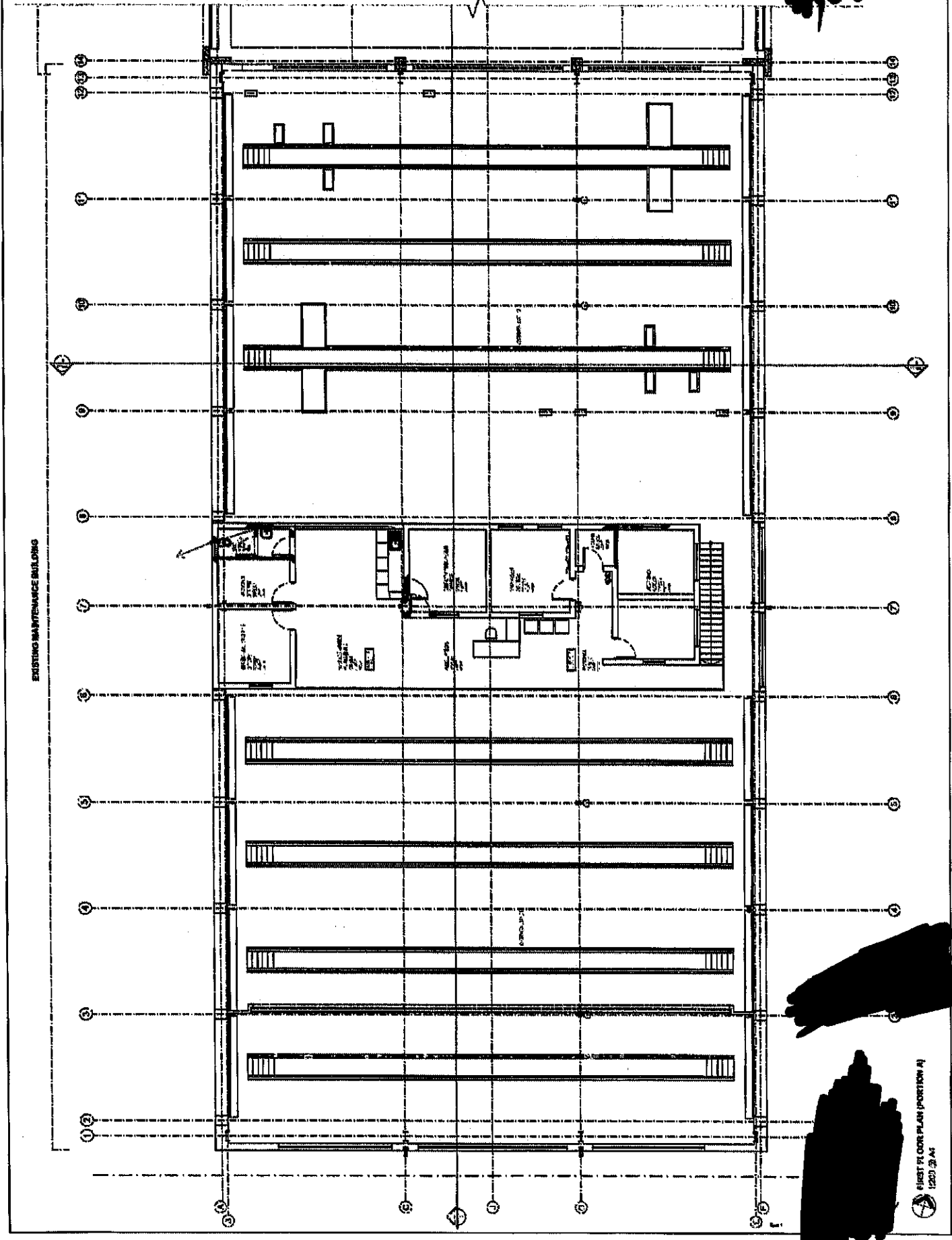
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FIRST FLOOR PLAN
1203 94A

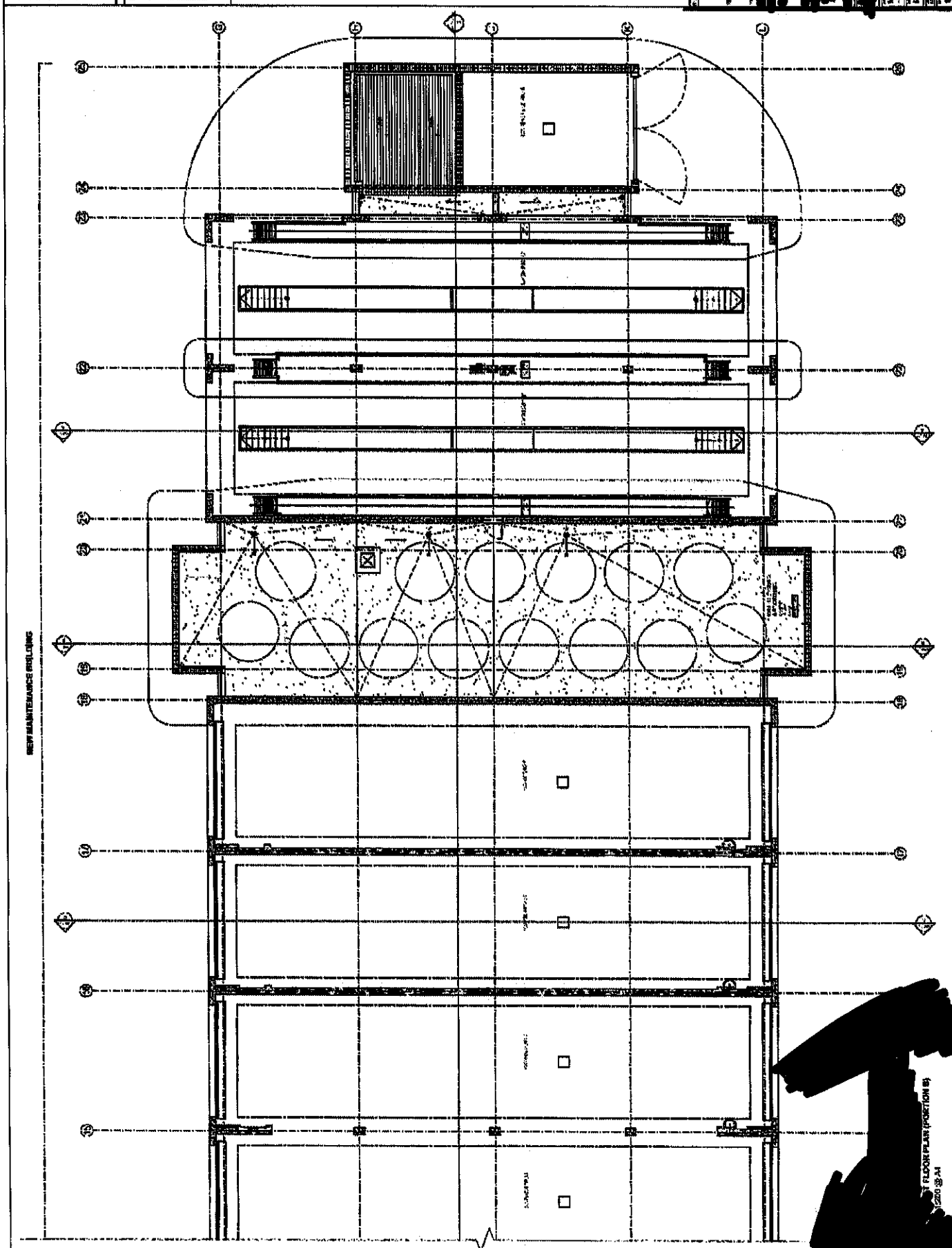


ADMIN BUILDING
FIRST FLOOR PLAN
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GROUND FLOOR PLAN (PORTION A)
1:200 @ A4







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1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document. The title is "The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document." The author's name is "The author's name is the name of the person who wrote the document." The date of the document is "The date of the document is the date when the document was written." The title page is the first page of the document and it contains the title, author's name, and date of the document.

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1997年12月

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NEW YORK, N.Y. 10036-1111

Age Group	Percentage of Respondents
18-29	~65%
30-49	~75%
50-69	~80%
70+	~85%

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3.2 Cleaning and Maintenance of Depots and Equipment

The depots should be cleaned and depot equipment maintained as set out in the tables listed below and in accordance with the Operating and Maintenance Technical Manuals ("O&M") provided to the Operator at the time of handover of the facilities. These tables should be read together with the Service Levels and Penalties Schedule:

Table B16a	Maintenance and Cleaning Requirements for [REDACTED]
Table B16b	Maintenance and Cleaning Requirements for [REDACTED]: Further details
Table B16c	M&E maintenance schedules for [REDACTED] equipment
Table B16d	M&E maintenance schedules for [REDACTED] equipment: Further details
Table B17a	Maintenance and Cleaning Requirements for [REDACTED]
Table B17b	Maintenance and Cleaning Requirements for [REDACTED]: Further details
Table B17c	M&E maintenance schedules for [REDACTED] equipment
Table B17d	M&E maintenance schedules for [REDACTED] equipment: Further details
Table B18a	Maintenance and Cleaning Requirements for the [REDACTED]
Table B18b	Maintenance and Cleaning Requirements for the [REDACTED] Further details
Table B18c	M&E maintenance requirements for the [REDACTED]
Table B18d	M&E maintenance schedules for the [REDACTED]: Further details
Table B19a	Maintenance and Cleaning Requirements for the [REDACTED] Area
Table B19b	Maintenance and Cleaning Requirements for the [REDACTED] Area Further Details
Table B19c	M&E Maintenance Requirements for the [REDACTED] Area Equipment
Table B19d	M&E Maintenance Schedules for the [REDACTED] Area Equipment : Further Details
Table B20a	Maintenance of Landscaping at [REDACTED]
Table B20b	Landscaping/Irrigation Guarantees: Further Details

The Operator is further required to operate and maintain depot equipment as set out in the O&M.

A schedule of contractors and suppliers and their contact details and the relevant guarantees and warranties pertaining to their installations are also listed. These

contractors or similar as approved by the City are to be used for the required maintenance.



Table B16a. Maintenance and Cleaning Requirements for [REDACTED]

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1	1	Structural Steel	Painted structural steel columns, beams, purlins etc.			Wipe exposed steelwork with a soft damp cloth and a mild solution of dishwashing liquid + water.		Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
2	2	Brickwork	External face brick walls					Clean when staining occurs or when lichens/mosses become visible. Refer to O&M from [REDACTED]
3	1	Painting	Painted walls	Clean with sugar soap solution.				Refer to O&M from [REDACTED]
			Timber skirtings, door frames, door leaves	Clean with sugar soap solution.				Refer to O&M from Plascon.
4		Waterproofing						Do not puncture or damage waterproofing membranes.
5	3	Multiwall Cladding						Multiwall panels can be cleaned with high pressure water spray. No scrubbing allowed. Refer to O&M from [REDACTED]
6	4	Roof Sheetting And Vertical	Roof Sheetting &		Hose down vertical		Gutters to be inspected	Refer to O&M from [REDACTED]

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Cladding	Vertical Cladding		cladding. If all dirt is not removed by hosing down, clean with a soft cloth/sponge and a mild solution of non-abrasive dishwashing liquid in warm water.		and all debris & dirt removed. Roof areas not subject to rainwater washing should be washed with clean water to prevent the build-up of contaminants	
7	5	Glazing	Aluminium frames	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or any other ammonia- or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators. Refer to O&M from [REDACTED]
			Glass	Clean with clean water or a neutral window cleaning detergent and a soft cloth or squeegee. Rinse with clean water				Do not use any abrasive cleaning detergents or applicators. Refer to O&M from [REDACTED]



Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS						
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER	
				and dry with a squeegee.					
			Thresholds & sliding door/window tracks	Keep free of dirt and dust.					Thresholds in high-traffic areas (e.g. entrance doors) to be checked for dirt daily and cleaned daily if required. Refer to O&M from [REDACTED]
			Stainless steel hardware	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.					Refer to O&M from [REDACTED]
8		Precast Concrete Cills		Dry dust					If staining occurs, clean with a soft cloth and a mild solution of dishwashing liquid + water.
9		Aluminium Louvres		Clean with soft cloth and a mild solution of dishwashing liquid + water.					Do not use 'Handy Andy' or any other ammonia - or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators.
10		Aluminium Sun Shading Louvres						Wipe with a soft damp cloth to remove any build-up of dust and dirt.	

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
11	6	Steel Roller Shutter Doors	Maintenance & Maintenance Support Building roller shutters	Clean with soft cloth and a mild solution of dishwashing liquid + water.			Roller shutter doors to be serviced by installer	Refer to O&M from [REDACTED]
12		Aluminium roller shutter	Admin Kitchen Roller Shutter	Dust off and, if required, clean off dirt with soft cloth and a mild solution of dishwashing liquid + water.				No greasing required.
13		Steel Safe Doors		Wipe off with soft, clean, damp cloth or, if required, a mild solution of dishwashing liquid + warm water.				
14		Steel Fire Door	Maintenance Building Paint Store Fire Door	Clean with soft cloth and a mild solution of dishwashing liquid + water.				
15	7	Ironmongery	Stainless steel door furniture & signage	Clean with cotton cloth and a mild solution of dishwashing liquid + water			Coat the inner rose and handle spring with marine grease that	Refer to O&M from [REDACTED]

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
				to prevent rust.			will protect it from oxidation and rust.	
16	1	Dry Wall Partitions and plasterboard ceilings						Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
17		Cubicle Partitions		Clean with soft cloth and a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or similar ammonia- or solvent-based cleaning products. Do not use any abrasive cleaning detergents or applicators.
18		Suspended Ceilings	Acoustic mineral fibre ceiling panels				Exposed underside of ceiling panels can be dusted, vacuumed or cleaned with a damp OWA sponge, using a mild solution of dishwashing liquid and water when necessary.	
			Vinyl-faced ceiling panels		Clean exposed underside of		Clean exposed underside of	

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
					ceiling in Admin Building & Scullery with damp cloth or sponge and a mild solution of dishwashing liquid and water.		ceilings in other areas with damp cloth or sponge and a mild solution of dishwashing liquid and water.	
19		Isoboard Ceilings	Exposed undersides of Isoboard panels in Maintenance Support Building					If required, the ceiling can be cleaned as follows: Remove dry dust. Wipe underside of ceiling boards with a soft cloth and softened water. A mild water-based cleaning agent can be used. Contact with any solvents or solvent-based products will damage the boards. A water-based paint can be applied.
20		Isoboard Ceilings	Exposed underside of Isoboard insulation in Maintenance Building					Due to anti-static properties of this product, cleaning should not be required. Exposed underside can be wiped clean with a soft damp cloth.

		MAINTENANCE / SERVICE INTERVALS						
Item	Section in O&M	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
21	8	Tiling	Floor tiles	Wash with a sponge mop, clean water and a suitable tile cleaning detergent.		Grout to be cleaned with [REDACTED] Cleaner or similar. See [REDACTED] instructions attached.		Daily cleaning to be carried out in high traffic areas.
			Wall tiles	Wash with a soft cloth, clean water and a suitable tile cleaning detergent. Polish dry with a soft cloth.		Grout to be cleaned with Weber 'Clean-It' Grout Cleaner or similar. See Weber 'Clean-It' instructions attached.		
22	9	Carpets	Carpet Tiles				Carpets to be cleaned professionally	Carpets in high-traffic areas to be vacuumed daily. Use upright vacuum cleaner with beater brush. Other carpets to be vacuumed at least 3 times a week. Spots and stain to be cleaned daily. Refer to O&M from [REDACTED]
23	10	Epoxy Floors	[REDACTED] etc [REDACTED]		Floors to be mechanically cleaned using a buffing &			Spillages of oil, grease etc. to be removed immediately. Floors to be cleaned daily with sponge mop and SABS-approved

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
					polishing machine and suitable detergent.			detergent. Do not allow cleaning solutions to puddle and evaporate as this will cause staining. Ensure that cleaning agents are adequately rinsed off. Highly acidic solutions will damage the floor. Refer to O&M from [REDACTED]
24	1	[REDACTED]	Balustrades, burglar bars, mild steel gates and screens	Wipe down with a soft damp cloth.				Redecoration to be done in accordance with [REDACTED] Specification.
25		Joinery	Internal timber handrails	Wipe with a soft cloth and a mild solution of dishwashing liquid + water.		Treat with [REDACTED] or similar.		If redecoration required, consult [REDACTED] Representative.
			External timber handrails & Practice Station Platform Timber Decking				Treat with [REDACTED] Wax or similar.	If redecoration required, consult [REDACTED] Representative.
			Melamine cabinets, sprayed cabinets, Formica counters	First remove any dirt or dust with a dry cloth, then clean with a soft cloth and a mild solution				Stubborn stains can be removed using thinners. Avoid the use of 'Handy Andy' and other ammonia-based cleaning products.

MAINTENANCE / SERVICE INTERVALS							
Item	Section in O&M	TRADE	ITEM	WEEKLY	MONTHLY	6 monthly	OTHER
27	12	Benching	Benching in ablation areas	Wipe with a soft, clean, damp or dry cloth and dry. Use mild solution of warm water and dishwashing liquid if required, and rinse off with clean water.			See [REDACTED]
28		Powdercoated lockers and shelving	Freestanding and fixed powdercoated steel shelving and lockers	Dust off and wipe with a soft cloth and a mild solution of dishwashing liquid + water if required.			Do not overload shelves.
29		Sanitary Fittings & Plumbing	Toilets		Check Flushing Mechanism		Clean surfaces every day with a soft cloth and warm soapy water. Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners. Toilet bowl to be cleaned daily using a suitable toilet cleaning detergent and

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS						
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER	
									brush. Do not apply toilet cleaner and leave without rinsing for an extended period of time.
30			Basins		Clean waste filter				Clean every day with a soft cloth and warm soapy water. Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners.
	13		Taps and Spouts						Clean daily using a wet soft cloth, then wipe dry with clean cloth or towel. Refer to O&M from [REDACTED]
			PVC Pipework	Exposed pipework to be wiped clean with soft cloth and a mild solution of dishwashing liquid and water.					
	13		Plumbing					In-line strainer filters to be cleaned as per [REDACTED] O&M.	No foreign objects to be flushed down toilets or washed down sinks/basins in order to prevent blockages. Suitable waste receptacles to be provided in all sanitary areas. Blockages & leaks must be attended to

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
								immediately by a qualified plumber.
14			Stainless Steel sinks, soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins					Clean with a soft cloth or sponge and clean water or a mild solution of dishwashing liquid and water; rinse and dry. Refer to O&M from [REDACTED]
31	15	Signage	[REDACTED] sign at main entrance					See O&M from [REDACTED]
32	16	Paving	Exposed aggregate pavers on islands					If staining occurs, clean as per O&M from [REDACTED] Replacement of paving stones may be a more viable alternative. [REDACTED] before attempting to use acid to clean paving. Do not use high-pressure cleaning apparatus
33		Fencing & Gates	[REDACTED], perimeter fencing, sliding gates		Clean off with hosepipe.			Sliding gate tracks to be checked daily and kept clear of any rubbish/dirt which could obstruct gate wheels.
			Painted palisade fencing & gate		Clean off with hosepipe			



Table B16b. Maintenance and Cleaning Requirements for [REDACTED] Further Details

Note: Guarantees are subject to terms and conditions, which may include requirements for preventative maintenance. The Operator must refer to the handover documentation for terms and conditions of guarantees.

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
1		Structural Steel	[REDACTED]	[REDACTED]				None	
2		Waterproof Concrete			[REDACTED]	[REDACTED]	Waterproofing additive	See [REDACTED] warranty document included in handover documentation	
3		Face Brickwork			[REDACTED]	[REDACTED]	Face brickwork walls	None	
4	1	Painting	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Painted walls, doors, skirtings, structural steelwork	See [REDACTED] warranty document included in handover documentation. Redecoration to be done in accordance with attached [REDACTED] Redecoration Specification and in consultation with [REDACTED] technical representative.	
5		Water-proofing	[REDACTED]	[REDACTED]				See warranty document included in handover documentation	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
6		Multiwall Cladding					Multiwall vertical cladding panels in Maintenance and Maintenance Support Buildings	2 year workmanship guarantee	
7	4	Roof Sheetting and Vertical Cladding					Metal roofs and vertical cladding	product shall not perforce for 15 years. 2 year workmanship guarantee.	
8	5	Glazing							
							Aluminium doors and windows	Materials and workmanship 12 months from date of installation	
9		Precast Concrete Cills					Precast window cills	None	
10		Aluminium Louvres					Aluminium weather louvres	None	
11		Aluminium sun shading						12 months from date of handover	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
			Industries						
12	17	Timber Doors						5 year product warrantee. See warrantee document from [REDACTED]	
13		Roller Shutter Doors						12 Months	
14	18	roller shutter						1 year on hardware 5 years on motor	
15							Steel safe doors	None	
16	17	Fire Doors					Paint Store Fire Door	5 year product warrantee. See warrantee document from [REDACTED]	
17	7							12 month warranty from date of invoice. Contact supplier directly.	
18		Dry Wall Partitions							

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
19		Cubicle Partitions						Workmanship guarantee included in handover documentation	
20	19	Suspended Ceilings						10 Year Guarantee on enamel finish	
								See [REDACTED] Workmanship guarantee included in handover documentation. OWA acoustic ceiling tiles 10 year dimensional stability warrantee	
21		Plasterboard Ceilings						[REDACTED] Workmanship guarantee included in handover documentation	
22		Isoboard Ceilings						Product warrantee 10 years from date of purchase	
23	20	[REDACTED]						Product	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
								warranty 15 years from date of installation	
24		Tiling						None	
25		Carpets						5 year warranty against latent manufacturing defects. 10 year limited wear warranty.	
26		Epoxy Floors						12 Months Product and Installation	
27		Metalwork						None	
28		Joinery					Kitchen cabinetry, reception desks, counters etc.	2 year guarantee on workmanship & hardware	
29		Kitchen Equipment						1 year warranty from date of purchase	
30		Benching						None	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
31		Lockers					ablation areas	None	
							Freestanding and wall-mounted powdercoated steel shelves and lockers		
32		Shelving					Freestanding and wall-mounted powdercoated steel shelves	None	
33		Sanitary Fittings & Plumbing					Toilets & Basins	warrantee (factory faults)	
	13						Taps & brassware	10 year warranty on products incl. cartridges. See Warrantee document for details of warranties on products.	
	14						Stainless Steel sinks	10 year warrantee	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
								(corrosion), 2 year warranty (manufacturing and production defects).	
14							Stainless steel soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins	1 year from date of purchase	
34		Signage					sign at main entrance	12 month warranty against faulty workmanship or materials.	
35		Paving					Exposed aggregate paving	None	
36		Fencing & Gates						10 years	
37		Fencing and Gates						None	

Table BC16c. M&E maintenance schedules for [REDACTED]

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1	Air Conditioning + Ventilation, heating	[REDACTED]: • 2x outdoor units • 19x indoor units [REDACTED] 2 maintenance: • 1x outdoor unit • 6x indoor units [REDACTED] systems: • Admin 1x • Security 1x • Support 3x Water heating [REDACTED] heat pumps: 3x Stove extract system Toilet extract systems: 4x Controls, enclosures and cabling. Piping and distribution fittings, regulators, etc.			By specialist		Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
2	Compressed air	[REDACTED] scroll compressors: 2x Tyre inflators: 7x 6x air reels Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling				By specialist	
3	Lube oils distribution	2000 litre [REDACTED] tanks: 7x 1:1 diaphragm pumps: 8x 1:5 piston pumps: 4x 28 oil reels [REDACTED] Oil management system with 7x stations;				By specialist	

MAINTENANCE / SERVICE INTERVALS						
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly
		28 [REDACTED] /meters; oils level measurement for 7x tanks; management PC. Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling				
4	HP washing	[REDACTED] wash units: 10x 2x [REDACTED] reels Piping and distribution fittings, regulators, etc. Controls and cabling.			By specialist	
5	Water reclamation	[REDACTED] system with: • 6x 15 000 litre reactors • 2x 10 000 litre buffer tanks • Sump pumps: 2x • Water distribution and pressure pumps • Correct bio-degradable detergent supplies from approved supplier. • Piping and distribution fittings, regulators, etc. • Controls, enclosures and cabling		By specialist		
6	Fuel Installation	2x 80 000 litre underground steel tanks with: • 2x 2Hp [REDACTED] submersible pumps • 4x Dual hose dispensers • 2x Single hose dispensers • 1x [REDACTED] tank gauging system • 1x AFS fuel management system • 2x [REDACTED] 5 micron 300 litre/min particle/water filter assemblies • 3x [REDACTED] dust/water vent filter				By specialist
						Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.

MAINTENANCE / SERVICE INTERVALS						
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly
		units • Correct low-sulphur 50ppm diesel from approved supplier. • system with 6x dispensing points and 1x central pump with correct additive from approved supplier. Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling.				
7	Electrical Installation	1x 300 kVA generator 2x 5kVA UPS units Distribution boards and panels Cable reticulation system Interior lighting Exterior lighting Controls, enclosures and cabling				By specialist
8	Fire detection	• addressable control panel with interface to roof ventilators and roller shutter doors, with. • 16x smoke detectors • 16 break glass units • Controls, enclosures and cabling.				By specialist
9	CCTV System	CCTV with MILESTONE DVR system with • 32x outdoor cameras • 2x indoor dome cameras • Screen displays and operator station • Data switches, power supplies converters and the like • Controls, enclosures and cabling.		By specialist		
						Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.

		MAINTENANCE / SERVICE INTERVALS					
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
10	Access control	System with: • 300 tokens • 5x booms, each with 2x token readers • 1x waist high turnstile with 2x readers • 1x special needs gate with 2x readers • 1x Meteor 250 walk-trough metal detector with hand-held detector. • for management and card issue. • Controls, enclosures and cabling			By specialist		
11	Brake testing	including: • Brake testing • Slip testing • Play detection • Chassis Jack • Controls, enclosures and cabling			By specialist		
12	Current Fire	Automated Fire louvers to the Maintenance Building					A comprehensive 12 monthly service of the smoke ventilation system consisting of Ten (10) Bladed slope mounted smoke ventilators operated by an electro mechanical system consisting of Ventilator and rain channel cleaning, clearing of obstacles and debris in working parts, inspection and

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
							replacement of fusible links if required, inspection and replacement ventilator cables and springs if required, waterproofing of all flashings and joints. Inspection and cleaning of the Control Panel

TABLE B16d. M&E maintenance schedules for [REDACTED] equipment: Further details

Item	Section in O & M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
1	13	Air Conditioning Ventilation, heating	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
2	9	Compressed air	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
3	9	Lube oils distribution	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
4	7	HP washing	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
5	8	Water reclamation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
6	11	Fuel Installation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
7	14	Electrical Installation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
8	12	Fire detections	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013
9	12	CCTV System	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	JUNE 2013

10	10	Brake testing								12 MTS	JUNE 2013
11	19	Fire Louvres								12 MTS	JUNE 2013

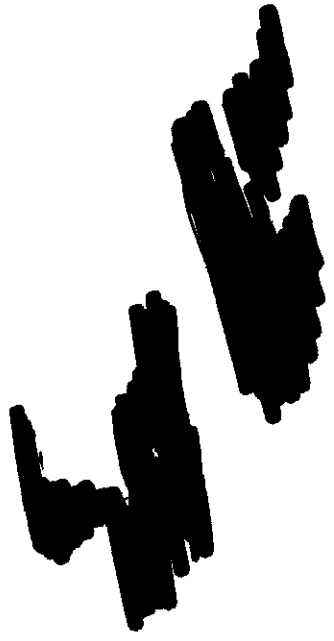
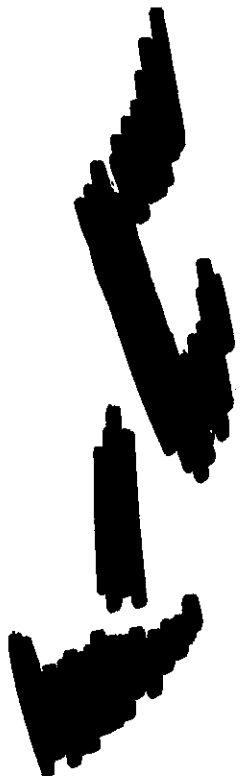


Table B17a. Maintenance and Cleaning Requirements for [REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
1	1	Structural Steel	Painted structural steel columns, beams, purlins etc.			Wipe exposed steelwork with a soft damp cloth and a mild solution of dishwashing liquid + water.		Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
2	2	Brickwork	External face brick walls					Clean when staining occurs or when lichens/mosses become visible. Refer to O&M from [REDACTED]
3	1	Painting	Painted walls	Clean with sugar soap solution.				Refer to O&M from [REDACTED]
			Timber skirtings, door frames, door leaves	Clean with sugar soap solution.				Refer to O&M from [REDACTED]
4		Waterproofing						Do not puncture or damage waterproofing membranes.
5	3	Multiwall Cladding						Multiwall panels can be cleaned with high pressure water spray. No scrubbing allowed. Refer to O&M from [REDACTED]

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
6	4	Roof Sheeting And Vertical Cladding	Roof Sheeting & Vertical Cladding		Hose down vertical cladding. If all dirt is not removed by hosing down, clean with a soft cloth/sponge and a mild solution of non-abrasive dishwashing liquid in warm water.		Gutters to be inspected and all debris & dirt removed. Roof areas not subject to rainwater washing should be washed with clean water to prevent the build-up of contaminants.	Refer to O&M from [REDACTED]
7	5	Glazing	Aluminium frames	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or any other ammonia- or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators. Refer to Section 5 in O&M [REDACTED]
			Glass	Clean with clean water or a neutral window cleaning detergent and a soft cloth or squeegee. Rinse with clean				Do not use any abrasive cleaning detergents or applicators. Refer to Section 5 in O&M Manual.



Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
7 cont				water and dry with a squeegee.				
			Thresholds & sliding door/window tracks	Keep free of dirt and dust.				Thresholds in high-traffic areas (e.g. entrance doors) to be checked for dirt daily and cleaned daily if required. Refer to Section 5 in O&M Manual.
			Stainless steel hardware	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.				Refer to Section 5 in O&M Manual.
8		Precast Concrete Cills		Dry dust				If staining occurs, clean with a soft cloth and a mild solution of dishwashing liquid + water.
9		Aluminium Louvres		Clean with soft cloth and a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or any other ammonia - or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators.
10		Aluminium					Wipe with a soft	

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Sun Shading Louvres					damp cloth to remove any build-up of dust and dirt.	
11		Steel Roller Shutter Doors		Clean with hose pipe and/or soft cloth and a mild solution of dishwashing liquid + water.			Roller shutter doors to be serviced by [REDACTED] or [REDACTED] or similar approved	Do not grease.
12		Aluminium roller shutter	Admin Kitchen Roller Shutter	Dust off and, if required, clean off dirt with soft cloth and a mild solution of dishwashing liquid + water.				No greasing required. Roller shutter to be serviced by [REDACTED] once every two years.
13		Steel Safe Doors		Wipe off with soft, clean, damp cloth or, if required, a mild solution of dishwashing liquid + warm water.				
14	6	Ironmongery	Stainless steel door furniture & signage	Clean with cotton cloth and a mild solution of dishwashing liquid + water to			Coat the inner rose and handle spring with marine grease that will protect it	Refer to O&M from [REDACTED].

MAINTENANCE / SERVICE INTERVALS									
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER	
				prevent rust.			from oxidization and rust.		
15	1	Dry Wall Partitions and plasterboard ceilings						Redecoration to be done in accordance with [REDACTED] Redecoration Specification.	
16		Cubicle Partitions		Clean with soft cloth and a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or similar ammonia- or solvent-based cleaning products. Do not use any abrasive cleaning detergents or applicators.	
17	7	Raised Access Floors	Admin Building Equipment Room raised floor	High-pressure laminate surface should be cleaned using a damp cloth or damp sponge mop. Do not use a rag/string mop. Water must not be allowed to get in between tiles. Do not attempt to clean the rest of the system before first consulting the				Refer to instructions for the cleaning of high pressure laminates.	



MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
				installer or manufacturer.				
18		Suspended Ceilings	Acoustic mineral fibre ceiling panels				Exposed underside of ceiling panels can be dusted, vacuumed or cleaned with a damp OWA sponge, using a mild solution of dishwashing liquid and water when necessary.	
			Vinyl-faced ceiling panels		Clean exposed underside of ceiling in Admin Building Kitchen & Scullery with damp cloth or sponge and a mild solution of dishwashing liquid and water.		Clean exposed underside of ceilings in other areas with damp cloth or sponge and a mild solution of dishwashing liquid and water.	
19		Alububble	Exposed underside of Alububble insulation in Maintenance Building					Due to anti-static properties of this product, cleaning should not be required. Exposed underside can be wiped clean with a

MAINTENANCE / SERVICE INTERVALS									
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER	
20	8	Tiling	Floor tiles	Wash with a sponge mop, clean water and a suitable tile cleaning detergent.		Grout to be cleaned with [REDACTED] or [REDACTED] similar. See [REDACTED] instructions attached.		soft damp cloth.	Daily cleaning to be carried out in high traffic areas.
			Wall tiles	Wash with a soft cloth, clean water and a suitable tile cleaning detergent. Polish dry with a soft cloth.		Grout to be cleaned with [REDACTED] or [REDACTED] similar. See [REDACTED] instructions attached			
21	9	Carpets	Carpet Tiles				Carpets to be cleaned professionally.	Carpets in high-traffic areas to be vacuumed daily. Use upright vacuum cleaner with beater brush. Other carpets to be vacuumed at least 3 times a week. Spots and stain to be cleaned daily. Refer to O&M from [REDACTED]	
22	10	Epoxy Floors	[REDACTED]		Floors to be mechanically cleaned using a			Spillages of oil, grease etc. to be removed immediately. Floors to	

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
					buffing & polishing machine and suitable detergent.			be cleaned daily with sponge mop and SABS-approved detergent. Do not allow cleaning solutions to puddle and evaporate as this will cause staining. Ensure that cleaning agents are adequately rinsed off. Highly acidic solutions will damage the floor. Refer to O&M from [REDACTED]
23	1	Metalwork	Balustrades, burglar bars, mild steel gates and screens	Wipe down with a soft damp cloth.				Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
24		Joinery	Internal timber handrails	Wipe with a soft cloth and a mild solution of dishwashing liquid + water.		Treat with [REDACTED] Deep Penetrating Furniture Wax or similar.		If redecoration required, consult Plascon Technical Representative.
			External timber handrails & Practice Station Platform Timber Decking				Treat with [REDACTED] Penetrating Weatherproof Wax or similar.	If redecoration required, consult [REDACTED] Technical Representative.
			Melamine	First remove any				Stubborn stains can be

MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			cabinets, sprayed cabinets, Formica counters	dirt or dust with a dry cloth, then clean with a soft cloth and a mild solution of dishwashing liquid + water.				removed using thinners. Avoid the use of 'Handy Andy' and other ammonia-based cleaning products.
25	11		Caesarstone Counters					Clean daily with a soft cloth and a mild solution of dishwashing liquid and warm water. Avoid the use of highly aggressive cleaning agents such as oven/grill cleaners. Never place hot pots or pans directly on the surface. Refer to O&M from [REDACTED]
26		Stainless Steel Kitchen	Admin Ground [REDACTED] Kitchen	Kitchen hygiene to comply with all relevant health and safety & environmental legislation. Contact a chemicals manufacturer such as [REDACTED]				Stainless steel counters and shelving to be cleaned daily using a soft cloth and a mild solution of dishwashing liquid and warm water. Rinse and dry. Kitchen equipment to be cleaned daily or after every use. Do not use 'Handy Andy' or any

MAINTENANCE / SERVICE INTERVALS							
Item	Section in O&M Manual	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly
				[REDACTED] for advice regarding suitable [REDACTED] products.			other ammonia-based detergent on stainless steel.
27	12	Benching	Benching in ablation areas	Wipe with a soft, clean, damp or dry cloth and dry. Use mild solution of warm water and dishwashing liquid if required, and rinse off with clean water.			See [REDACTED] Solutions Cleaning Manual
28		Powdercoated lockers and shelving	Freestanding and fixed powdercoated steel shelving and lockers	Dust off and wipe with a soft cloth and a mild solution of dishwashing liquid + water if required.			For loading capacity of racking refer to O&M Manual from EM [REDACTED] incl. in handover documentation. Do not exceed loading capacity.
29		Sanitary Fittings & Plumbing	Toilets		Check Flushing Mechanism		Clean surfaces every day with a soft cloth and warm soapy water.

[REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
								Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners. Toilet bowl to be cleaned daily using a suitable toilet cleaning detergent and brush. Do not apply toilet cleaner and leave without rinsing for an extended period of time.
			Basins		Clean waste filter			Clean every day with a soft cloth and warm soapy water. Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners.
	13		Taps and Spouts					Clean daily using a wet soft cloth, then wipe dry with clean cloth or towel. Refer to O&M from [REDACTED]
			PVC Pipework	Exposed pipework to be wiped clean with soft cloth and a mild solution of dishwashing liquid and water.				

[REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
			Plumbing				In-line strainer filters to be cleaned as per [REDACTED] O&M.	No foreign objects to be flushed down toilets or washed down sinks/basins in order to prevent blockages. Suitable waste receptacles to be provided in all sanitary areas. Blockages & leaks must be attended to immediately by a qualified plumber.
14			Stainless Steel sinks, soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins					Clean with a soft cloth or sponge and clean water or a mild solution of dishwashing liquid and water; rinse and dry. Refer to O&M from [REDACTED]
30	15	Signage	Back-lit 'MyCiti' sign at main entrance					See O & M from Special Products and Technologies
31	16	Paving	Exposed aggregate pavers on islands					If staining occurs, clean as per O&M from [REDACTED] Replacement of paving stones may be a more viable alternative. Do not use high-pressure cleaning apparatus.

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
32		Fencing & Gates	perimeter fencing, sliding gates		Clean off with hosepipe.			Sliding gate tracks to be checked daily and kept clear of any rubbish/dirt which could obstruct gate wheels.

Note: Guarantees are subject to terms and conditions, which may include requirements for preventative maintenance. The Operator must refer to the handover documentation for terms and conditions of guarantees.

[REDACTED]

[REDACTED]

[REDACTED]

Table B17b. Maintenance and Cleaning Requirements for [REDACTED] Further details

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
1		Structural Steel	[REDACTED]	[REDACTED]				None	
2		Waterpro of Concrete			[REDACTED]	[REDACTED]	Waterproofing additive	10 year warranty - see [REDACTED] warranty document incl. in handover documentation	
3		Face Brickwor k			[REDACTED]	[REDACTED]	Face brickwork walls	None	
4	1	Painting	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Painted walls, doors, skirtings, structural steelwork	5 years workmanship guarantee. See [REDACTED] Contractors warranty document incl. in handover documentation.	
5		Water-proofing	[REDACTED]	[REDACTED]				10 year workmanship guarantee & product warranties apply and are included in	

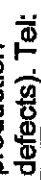
Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
								handover documentation.	
6		Multiwall Cladding					Multiwall vertical cladding panels in Maintenance Support Buildings	2 year workmanship guarantee. Refer to warrantee document from [REDACTED] incl. in handover documentation.	
7	4	Roof Sheeting And Vertical Cladding					Metal roofs and vertical cladding	[REDACTED] product shall not perforce for 15 years. 2 year workmanship guarantee. Refer to warrantee document from [REDACTED] incl. in handover documentation.	
8		Glazing					Aluminium doors and windows	None	
9		Precast Concrete					Precast window cills	None	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
		Cills							
10		Aluminium Louvers					Aluminium weather louvers	None	
11		Aluminium sun shading louvers						12 months from date of handover	
12	17	Timber Doors					Timber doors	5 year product warranty. See warranty document from	
13		Steel roller Shutter Doors					Roller Shutter Doors	Warranty on design, manufacture and materials: 12 months from date of commissioning	
14		Aluminium roller shutter					Admin Kitchen Roller shutter	Warranty on design, manufacture and materials: 12 months from date	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
			n to be contacted					of commissioning	
15		Steel Safe Doors					Steel safe doors	Lock mechanism 6 months from date of installation	
16	6	Ironmongery						Dorma 12 month warranty from date of invoice. Contact supplier directly.	
17		Dry Wall Partitions						1 year workmanship guarantee	
18		Cubicle Partitions						10 Year Guarantee on enamel finish	
19	7	Raised Access Floors					Access flooring in Admin Equipment Room	1 year workmanship guarantee. 10 year warranty against latent defects in design or workmanship on Solidfeel flooring. Refer to warranty document from Solidfeel incl. in	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
20	19	Suspended Ceilings	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Acoustic and vinyl-faced suspended ceilings	handover documentation 1 year workmanship guarantee. [REDACTED] acoustic ceiling tiles 10 year dimensional stability warrantee	
21	20	Plasterboard and Ceilings	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Plasterboard Ceilings	1 year workmanship guarantee. Product warrantee 15 years from date of installation None	
22		Tiling	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
23		Carpets	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		5 year warranty against latent manufacturing defects. 10 year limited wear warranty.	
24		Epoxy Floors	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		5 years product and workmanship	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
								warranty. Refer to [REDACTED] warranty document incl. in handover documentation. Any mechanical damage must be reported to installer in writing within 14 days	
25		Metalwork	[REDACTED]	[REDACTED]				None	
26		Joinery	[REDACTED]	[REDACTED]			Kitchen cabinetry, reception desks, counters etc.	2 year guarantee on workmanship & hardware	
27		Kitchen Equipment	[REDACTED]	[REDACTED]			Admin Building [REDACTED]	1 year warranty from date of purchase	
28		Benching			[REDACTED]	[REDACTED]	Benching in ablution areas	None	
29		Lockers			[REDACTED]	[REDACTED]	Freestanding and wall-mounted powdercoated steel shelves and lockers	None	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
30		Shelving				Freestanding and wall-mounted powdercoated steel shelves	Installation certified to comply with SEMA standards.	
31	18	Sanitary Fittings & Plumbing				Toilets & Basins	 products carry a ten year warranty against manufacturing defects and a one year manufacturing guarantee.	
32	13					Taps & brassware	See  document for details of warranties on 	
33	14					Stainless Steel sinks	Franke 10 year warrantee (corrosion), 2 year warrantee (manufacturing and production defects). Tel: 	

Item	Section in O&M Manual	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
34	14						Stainless steel soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins	1 year from date of purchase	
35	15	Signage					'MyCiti' sign at main entrance	12 month warranty against faulty workmanship or materials.	
36		Paving					Exposed aggregate paving	None	
37		Clearvu Fencing & Gates						10 years	

Table B17c. M&E maintenance schedules for [REDACTED]

MAINTENANCE / SERVICE INTERVALS							
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1	Air Conditioning + Ventilation, heating	<u>ADMINISTRATION</u> VRV system: 2x outdoor units 19x indoor units Fresh air systems: 3x Exhaust air systems: 7x Kitchen extract hood and makeup: 1x split system: 1x <u>MAINTENANCE</u> 1x outdoor unit 6x indoor units Fresh air systems: 5x Exhaust air systems: 4x Paint store Ex extract: 1x <u>SECURITY</u> split system: 1x Fresh air systems: 1x <u>SUPPORT</u> split systems: 3X Fresh air systems: 5x			By specialist		Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		<u>GENERAL</u> Water heating [REDACTED] heat pumps: 3x Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling					
2	Compressed air	[REDACTED] screw compressors: 2x 1000 litre air receivers: 2x Tyre inflators: 7x 6x air reels Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling				By specialist	
3	Lube oils distribution	2000 litre rotomoulded tanks: 7x 1:1 diaphragm pumps: 10x 1:5 piston pumps: 4x 28 oil reels [REDACTED] Oil management system with 7x Stations; 28 solenoid/meters; oils level measurement for 7x tanks; management PC. Piping and distribution fittings, regulators, etc.				By specialist	

[REDACTED]

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Controls, enclosures and cabling					
4	HP washing	HP wash units: 10x 2x HP reels Piping and distribution fittings, regulators, etc. Controls and cabling			By specialist		Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
5	Water reclamation	bio-remediation system with: • 6x 15 000 litre reactors • 2x 10 000 litre buffer tanks • Sump pumps: 2x • Water distribution and pressure pumps • Correct bio-degradable detergent supplies from approved supplier. • Piping and distribution fittings, regulators, etc. • Controls, enclosures and cabling • Settling tank		By specialist			
6	Fuel Installation	2x 39 000 litre underground steel tanks with: • 2x 2Hp submersible pumps • 4x Dual hose dispensers • 2x Single hose dispensers				By specialist	

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		1x [REDACTED] tank gauging system 1x [REDACTED] fuel management system 2x [REDACTED] 5 micron 300 litre/min particle/water filter assemblies 4x [REDACTED] dust/water vent filter units - Correct low-sulphur 50ppm diesel from approved supplier. [REDACTED] system with 6x dispensing points and 1x central pump with correct additive from approved supplier. 1x 6000 NS17 litre fuel-water separator system 2x 300 litre NS2 fuel-water separator 1x sump pump system - Piping and distribution fittings, regulators, etc. - Controls, enclosures and cabling					
7	Electrical Installation	1x 300 kVA [REDACTED] generator 2x 5kVA UPS units Distribution boards and panels Cable reticulation system Interior lighting				By specialist	Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Exterior lighting Controls, enclosures and cabling					equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
8	Fire detection	addressable control panel with interface to roof ventilators and roller shutter doors, with. • 16x smoke detectors • 16 break glass units • Controls, enclosures and cabling				By specialist	
9	CCTV System	CCTV with [redacted] system with • 32x Axis outdoor cameras • 2x Axis indoor dome cameras • Screen displays and operator station • Data switches, power supplies converters and the like • Controls, enclosures and cabling.		By specialist			
10	Access control	System with: • 300 tokens • 5x [redacted] booms, each with 2x token readers • 1x [redacted] waist high turnstile with 2x readers • 1x [redacted] special needs gate			By specialist		

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		- with 2x readers 1x Meteor 250 walk-trough metal detector with hand-held detector. - Workstation for management and card issue. - Controls, enclosures and cabling					
11	Brake testing	Brake testing facility, including: - Brake testing - Slip testing - Play detection - Chassis Jack - Controls, enclosures and cabling			By specialist		
12	Electric Fence	6-Wire, 8-Zone electric fence with controls, enclosures and cabling					
13	Curvent Fire Louvres	Automated Fire [REDACTED] to the Maintenance Building					A comprehensive 12 monthly service of the smoke ventilation system consisting of Ten (10) [REDACTED] Bladed slope mounted smoke ventilators operated by an electro mechanical system consisting of Ventilator and rain channel cleaning, clearing of obstacles and debris in working parts, inspection and replacement of fusible links if required, inspection and

Table B17d. M&E maintenance schedules for [REDACTED] equipment: Further details

Item	Section in O & M Manual	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
1	1	Air Conditioning Ventilation, heating	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	
2	2	Compressed air	[REDACTED]	[REDACTED]			12 MTS	
3	3	Lube oils distribution	[REDACTED]	[REDACTED]			12 MTS	
4	4	HP washing	[REDACTED]	[REDACTED]			12 MTS	
5	5	Water reclamation	[REDACTED]	[REDACTED]			12 MTS	
6	6	Fuel Installation	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	
7	7	Electrical Installation	[REDACTED]	[REDACTED]	[REDACTED]		12 MTS	
8	8	Fire detections	[REDACTED]	[REDACTED]			12 MTS	
9	9	CCTV System	[REDACTED]	[REDACTED]			12 MTS	
10	10	Access Control	[REDACTED]	[REDACTED]			12 MTS	

11	11	Brake testing							12 MTS	
12	12	Electric Fence							12 MTS	
13	13	Fire Louvres							12 MTS	

Table B18a: Maintenance and Cleaning Requirements for the [REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1	1	Structural Steel	Painted structural steel columns, beams, purlins etc.			Wipe exposed steelwork with a soft damp cloth and a mild solution of dishwashing liquid + water.		Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
2	2	Brickwork	External face brick walls					Clean when staining occurs or when lichens/mosses become visible. Refer to O&M from [REDACTED]
3	1	Painting	Painted walls	Clean with sugar soap solution.				Refer to O&M from [REDACTED]
			Timber skirtings, door frames, door leaves	Clean with sugar soap solution.				Refer to O&M from [REDACTED]
4		Waterproofing						Do not puncture or damage waterproofing membranes.
5	3	Multiwall Cladding						Multiwall panels can be cleaned with high pressure water spray. No scrubbing allowed. Refer to O&M from [REDACTED]
6	4	Roof Sheetting And Vertical Cladding	Roof Sheetting & Vertical Cladding		Hose down vertical cladding. If		Gutters to be inspected and all debris	Refer to O&M from [REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
					all dirt is not removed by hosing down, clean with a soft cloth/sponge and a mild solution of non-abrasive dishwashing liquid in warm water.		& dirt removed. Roof areas not subject to rainwater washing should be washed with clean water to prevent the build-up of contaminants	
7	5	Glazing	Aluminium frames	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or any other ammonia- or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators. Refer to Section 5 in O&M.
			Glass	Clean with clean water or a neutral window cleaning detergent and a soft cloth or squeegee. Rinse with clean water				Do not use any abrasive cleaning detergents or applicators. Refer to Section 5 in O&M.

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
7 cont				and dry with a squeegee.				
			Thresholds & sliding door/window tracks	Keep free of dirt and dust.				Thresholds in high-traffic areas (e.g. entrance doors) to be checked for dirt daily and cleaned daily if required. Refer to Section 5 in O&M Manual.
			Stainless steel hardware	Clean with soft cloth and clean water or a mild solution of dishwashing liquid + water.				Refer to Section 5 in O&M Manual.
8		Precast Concrete Cills		Dry dust				If staining occurs, clean with a soft cloth and a mild solution of dishwashing liquid + water.
9		Aluminium Louvres		Clean with soft cloth and a mild solution of dishwashing liquid + water.				Do not use 'Handy Andy' or any other ammonia - or solvent-based cleaning product. Do not use any abrasive cleaning detergents or applicators.
10		Aluminium Sun Shading Louvres					Wipe with a soft damp cloth to remove any build-up of dust and dirt.	
11		Steel Roller		Clean with			Roller shutter	Do not grease.

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
		Shutter Doors		hose pipe and/or soft cloth and a mild solution of dishwashing liquid + water.			doors to be serviced by Action Steel or equally approved contractor	
12		Steel Safe Doors		Wipe off with soft, clean, damp cloth or, if required, a mild solution of dishwashing liquid + warm water.				
13	6	Ironmongery	Stainless steel door furniture & signage	Clean with cotton cloth and a mild solution of dishwashing liquid + water to prevent rust.			Coat the inner rose and handle spring with marine grease that will protect it from oxidation and rust.	Refer to O&M from [REDACTED]
14	1	Dry Wall Partitions and plasterboard ceilings						Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
15		Cubicle Partitions		Clean with soft cloth and a mild solution of dishwashing				Do no use 'Handy Andy' or similar ammonia- or solvent-based cleaning products. Do not use any

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
16		Shower doors	Aluminium and glass shower doors	liquid + water.				abrasive cleaning detergents or applicators.
17	7	Raised Access Floors	Admin Building Equipment Room & Tracking Room raised floor	TBA				To be serviced by qualified technician.
				High-pressure laminate surface should be cleaned using a damp cloth or damp sponge mop. Do not use a rag/string mop. Water must not be allowed to get in between tiles. Do not attempt to clean the rest of the system before first consulting the installer or manufacturer.				Refer to instructions for the cleaning of high pressure laminates.
18		Suspended Ceilings	Acoustic mineral fibre ceiling panels				Exposed underside of ceiling panels can be dusted, vacuumed or cleaned with	

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
							a damp OWA sponge, using a mild solution of dishwashing liquid and water when necessary.	
			Vinyl-faced ceiling panels		Clean exposed underside of ceiling in Admin Building Kitchen & Scullery with damp cloth or sponge and a mild solution of dishwashing liquid and water.		Clean exposed underside of ceilings in other areas with damp cloth or sponge and a mild solution of dishwashing liquid and water.	
19								Due to anti-static properties of this product, cleaning should not be required. Exposed underside can be wiped clean with a soft damp cloth.
20	8	Tiling	Alububble Exposed underside of Alububble insulation in Maintenance Building Floor tiles	Wash with a sponge mop.		Grout to be cleaned with		Daily cleaning to be carried out in high traffic

Item	Section In O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
				clean water and a suitable tile cleaning detergent.		[REDACTED] [REDACTED] or [REDACTED]. See [REDACTED] instructions attached.		areas.
			Wall tiles	Wash with a soft cloth, clean water and a suitable tile cleaning detergent. Polish dry with a soft cloth.		[REDACTED] to be cleaned with [REDACTED] Cleaner or similar. See [REDACTED] instructions attached		
21	9	Carpets & Vinyl	Carpet Tiles				Carpets to be cleaned professionally	Carpets in high-traffic areas to be vacuumed daily. Use upright vacuum cleaner with beater brush. Other carpets to be vacuumed at least 3 times a week. Spots and stain to be cleaned daily. Refer to O&M from [REDACTED]
22	10	Epoxy Floors	[REDACTED]		Floors to be mechanically cleaned using a buffing & polishing machine and			Spillages of oil, grease etc. to be removed immediately. Floors to be cleaned daily with sponge mop and [REDACTED]-approved detergent. Do not allow cleaning solutions to

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
					suitable detergent.			puddle and evaporate as this will cause staining. Ensure that cleaning agents are adequately rinsed off. Highly acidic solutions will damage the floor. Refer to O&M from [REDACTED]
23		Polished Concrete Floors	Maintenance Building Workshops	Wash with a sponge mop, clean water and a suitable, non-abrasive cleaning detergent.				Spillages of oil, grease etc. to be removed immediately. Do not allow cleaning solutions to puddle and evaporate as this will cause staining. Ensure that cleaning agents are adequately rinsed off.
24	1	Metalwork	Balustrades, burglar bars, mild steel gates and screens, window frames	Wipe down with a soft damp cloth.				Redecoration to be done in accordance with [REDACTED] Redecoration Specification.
25		Joinery	Internal timber handrails	Wipe with a soft cloth and a mild solution of dishwashing liquid + water.		Treat with Woodoc Deep Penetrating Furniture Wax or similar.		If redecoration required, consult Plascon Technical Representative.
			External timber handrails				Treat with Woodoc Penetrating Weatherproof	If redecoration required, consult [REDACTED] Technical Representative.

[REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
							Wax or similar.	
			Melamine cabinets, sprayed cabinets, Formica counters	First remove any dirt or dust with a dry cloth, then clean with a soft cloth and a mild solution of dishwashing liquid + water.				Stubborn stains can be removed using thinners. Avoid the use of 'Handy Andy' and other ammonia-based cleaning products.
11			Caesarstone Counters					Clean daily with a soft cloth and a mild solution of dishwashing liquid and warm water. Avoid the use of highly aggressive cleaning agents such as oven/grill cleaners. Never place hot pots or pans directly on the surface. Refer to O&M from [REDACTED]
26	12	Benching	Benching in ablation areas	Wipe with a soft, clean, damp or dry cloth and dry. Use mild solution of warm water and dishwashing liquid if				See [REDACTED] Cleaning Manual

[REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS						
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER	
27				required, and rinse off with clean water.					
	Powdercoated lockers and shelving		Freestanding and fixed powdercoated steel shelving and lockers	Dust off and wipe with a soft cloth and a mild solution of dishwashing liquid + water if required.					For loading capacity of racking refer to O&M Manual from [REDACTED] incl. in handover documentation. Do not exceed loading capacity.
28		Sanitary Fittings & Plumbing	Toilets & Urinals		Check Flushing Mechanism				Clean surfaces every day with a soft cloth and warm soapy water. Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners. Toilet bowl to be cleaned daily using a suitable toilet cleaning detergent and brush. Do not apply toilet cleaner and leave without rinsing for an extended period of time.
			Basins		Clean waste filter				Clean every day with a soft cloth and warm soapy water. Rinse, dry and polish with a clean soft cloth. Do not use abrasive cleaners.
			Taps, Spouts and shower roses						Clean daily using a wet soft cloth, then wipe dry with clean cloth or towel.
	13								

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
								Refer to O&M from [REDACTED]
			PVC Pipework	Exposed pipework to be wiped clean with soft cloth and a mild solution of dishwashing liquid and water.				
			Plumbing including gutters and downpipes				In-line strainer filters to be cleaned as per [REDACTED] O&M.	No foreign objects to be flushed down toilets or washed down sinks/basins in order to prevent blockages. Suitable waste receptacles to be provided in all sanitary areas. Blockages & leaks must be attended to immediately by a qualified plumber.
14			Stainless Steel sinks, soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins					Clean with a soft cloth or sponge and clean water or a mild solution of dishwashing liquid and water; rinse and dry. Refer to O&M from [REDACTED]
			Geysers					To be serviced in line with

[REDACTED]

[REDACTED]

[REDACTED]

Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
29	15	Signage	Back-lit 'MyCiti' sign at main entrance					the product specification. See O&M from Special Products and Technologies
30	16	Paving	Exposed aggregate pavers on islands					If staining occurs, clean as per O&M from Western Granite. Replacement of paving stones may be a more viable alternative. Do not use high-pressure cleaning apparatus.
31			Permeable Paving					To be under taken annually. Refer to the maintenance O&M.
32		Fencing & Gates	'Betafence' perimeter fencing, sliding gates		Clean off with hosepipe.			Sliding gate tracks to be checked daily and kept clear of any rubbish/dirt which could obstruct gate wheels.
		Stormwater	Bio-Retention Areas			yes		All pits and manholes within the bio-retention areas to be cleaned out of gross pollutants and siltation on a Quarterly basis (i.e. every 3 months)
			Stormwater Pipework and Catch-pits					All stormwater piping, including within the bio-retention areas to be checked for blockages on



Item	Section in O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
								an annual basis before the winter season. Any blockages to be removed by rodding or if required jetting. All catchpits and manholes to be visually inspected on an annual basis before the winter season and cleaned of gross pollutants and siltation.
			Stormwater Pumps – 2 Number (bio-retention 7)			All stormwater pumps need to be serviced every 3 months or 500 running hours (whichever occurs first) Refer example of the type of maintenance required in the O&M		
33		Road Marking	Repaint/touch up worn road marking to general traffic areas					Every year

REVISIONS

NO. **DESCRIPTION** **DATE**

1. **REVISION** **DATE**

Item	Section In O&M Manual	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
34			Repaint/touch up worn road marking to islands					Every two years
		Oil Separators (NS3 and NS17)		Drain Box to be inspected visually monthly			How often the drain box is to be emptied depends on the level of spillage. Assuming it needs to be emptied every 6 months you will need to procure a company to pump the sediments from the drain box and spoil.	
35		Fire Fighting Equipment	Handheld DCP's					Annually
			Fire Hydrant and Hose Reels			Quarterly tests	Annually	TBA?

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Table B18b: Maintenance and Cleaning Requirements for the [REDACTED] Further details

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
1		Structural Steel	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		None	
2		Off-Shutter Concrete			[REDACTED]	[REDACTED]	Waterproofing additive	10 year warranty – see Penetron warranty document incl. in handover documentation	
3		Face Brickwork			[REDACTED]	[REDACTED]	Face brickwork walls	None	
4	1	Painting	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Painted walls, doors, skirtings, structural steelwork	5 years workmanship guarantee. documentation.	
5		Water-proofing	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		10 year workmanship guarantee & product warranties apply and are included in handover documentation	
6		Multiwall Cladding(Cl ear sheets)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Multiwall vertical cladding panels in Maintenance and Maintenance	2 year workmanship guarantee. Refer to	

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
7	4	Roof Sheeting And Vertical Cladding					Support Buildings	warrantee document from [REDACTED] incl. in handover documentation.	
								[REDACTED] product shall not perforate for 15 years. 2 year workmanship guarantee. Refer to warrantee document from Cape Roof incl. in handover documentation	
8		Glazing					Aluminium doors and windows	None	
9		Precast Concrete Cills					Precast window cills	None	

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
10		Aluminium Louvres				Aluminium weather louvres	None	
11		Aluminium sun shading louvres					12 months from date of handover	
12	17	Timber Doors				Timber doors	5 year product warrantee. See warrantee document from 	
13		Steel roller Shutter Doors				Roller Shutter Doors	Warrantee on design, manufacture and materials: 12 months from date of commissioning	
14		Steel Safe Doors				Steel safe doors	Lock mechanism 6 months from date of installation	
15	6	Ironmonger					Dorma 12	

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
		Y						month warranty from date of invoice. Contact supplier directly.	
16		Dry Wall Partitions						1 year workmanship guarantee	
17		Cubicle Partitions						10 Year Guarantee on enamel finish	
18	7	Raised Access Floors					Access flooring in Admin Equipment Room	1 year workmanship guarantee. 10 year warranty against latent defects in design or workmanship on Solidfeel flooring.	
19	19	Suspended Ceilings					Acoustic and vinyl-faced suspended ceilings	1 year workmanship guarantee. OWA acoustic ceiling tiles 10 year dimensional	

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
								stability warranty	
20		Plasterboard Ceilings						1 year workmanship guarantee.	
21	20	Alububble						Product warranty 15 years from date of installation	
22		Tiling						None	
23		Carpets						5 year warranty against latent manufacturing defects. 10 year limited wear warranty	
24		Epoxy Floors						5 years product and workmanship warranty. Refer to [REDACTED] warranty document incl. in handover documentation.	

[REDACTED]

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
25							Any mechanical damage must be reported to installer in writing within 14 days	
		Metalwork					None	
26		Joinery				Kitchen cabinetry, reception desks, counters etc.	2 year guarantee on workmanship & hardware	
27		Benching				Benching in ablution areas	None	
28		Lockers				Freestanding and wall-mounted powdercoated steel shelves and lockers	None	
29		Shelving				Freestanding and wall-mounted	Installation certified to	

[REDACTED]

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
30	13					powdercoated steel racking & shelves	comply with SEMA standards.	
	13	Sanitary Fittings & Plumbing				Toilets & Basins	Vaal products carry a ten year warranty against manufacturing defects and a one year manufacturing guarantee.	
	13					Taps & brassware	See [REDACTED] Warrantee document for details of warranties on [REDACTED]	
	14					Stainless Steel sinks	[REDACTED] 10 year warrantee (corrosion), 2 year warrantee (manufacturing and production	

[REDACTED]

Item	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
	14						Stainless steel soap dispensers, toilet roll holders, paper towel dispensers, waste paper bins	1 year from date of purchase	
31	15	Signage					'MyCiti' sign at main entrance	12 month warrantee against faulty workmanship or materials.	
32		Paving					Exposed aggregate paving	None	
33		Fencing & Gates						10 years	
							Shower doors		

[REDACTED]

[REDACTED]

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Water pressuring system: Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling					
2	Compressed air	<u>Maintenance Building and refueling</u> [REDACTED] screw compressors: 2x 1000 litre air receivers: 2x Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling <u>Refueling</u> 600 litre air receivers: 1x Tyre inflators with reels- electronic control: 6x Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling				By specialist (Pressure vessels by OHS Act approved specialist every 36 months)	
3	Lube oils distribution	2000 litre rotomoulded tanks: 7x 1:1 diaphragm pumps: 10x 1:5 piston pumps: 4x 20 oil reels [REDACTED] Oil management system with 5x Stations; 25 solenoid/meters; oils level measurement for 7x tanks; management PC. Piping and distribution fittings,				By specialist (Ex equipment by specialist every 24 months)	

REDACTED

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		regulators, etc. Controls, enclosures and cabling Calberg Oil pans and 50 litre collectors: 5x sets					
4	HP washing	wash units: 14x 14x HP reels Piping and distribution fittings, regulators, etc. Controls and cabling.			By specialist		Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
5	Water reclamation	E-Washa bio-remediation system with: • 6x 15 000 litre reactors • 9x rain water tanks/buffer tanks • Sump pumps: 4x • Water distribution and pressure pumps • Correct bio-degradable detergent supplies from approved supplier. • Piping and distribution fittings, regulators, etc. • Controls, enclosures and cabling • Settling tank.		By specialist			
6	Fuel	3X 23 000 litre underground steel				By specialist	

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
	Installation	tanks with: • 2x 2Hp [REDACTED] submersible pumps • 4x Dual hose dispensers • 2x Single hose dispensers • 1x GVR tank gauging system • 1x AFS fuel management system • 2x [REDACTED] 5 micron 300 litre/min particle/water filter assemblies • 3x [REDACTED] dust/water vent filter units • Correct low-sulphur 50ppm diesel from approved supplier. • [REDACTED] system with 6x dispensing points and 1x central pump with correct additive from approved supplier. Piping and distribution fittings, regulators, etc. Controls, enclosures and cabling.					
7	Electrical Installation	1x 250 kVA New Way generator 2x 5kVA UPS units Distribution boards and panels Cable reticulation system Interior lighting				By specialist	Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the

		MAINTENANCE / SERVICE INTERVALS					
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
		Exterior lighting Controls, enclosures and cabling					equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
8	Fire detection	• addressable control panel with interface to roof ventilators and roller shutter doors, with. • 16x smoke detectors • 10 break glass units • Controls, enclosures and cabling				By specialist	
9	CCTV System	CCTV with [REDACTED] DVR system with • 32x [REDACTED] outdoor cameras • 3x [REDACTED] indoor dome cameras • Screen displays and operator Station • Data switches, power supplies converters and the like • Controls, enclosures and cabling		By specialist			
10	Access control	[REDACTED] System with: • 300 tokens • 7x MAT booms, each with 2x token readers • 2x MAT waist high turnstile with 2x readers • 2x MAT special needs gate			By specialist		

REDACTED

MAINTENANCE / SERVICE INTERVALS						
ITEM	TRADE	ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly
		with 2x readers • 2x walk-trough metal detector with hand-held detector. • 2x ██████████ D4 gate drives • Workstation for management and card issue 2X • Controls, enclosures and cabling • Data switches, power supplies converters and the like				
11	Brake testing	██████████ Brake testing facility, including: • Brake testing • Slip testing • Play detection • Chassis Jack • Controls, enclosures and cabling			By specialist	
12	Electric Fence	6-Wire, 8-Zone electric fence with controls, enclosures and cabling			By specialist	
13	Exhaust Extraction	Exhaust extraction to maintenance pits			By specialist	
						Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.

~~██████████~~
~~██████████~~
~~██████████~~

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
14	Lift Installation	Lift Installation to the Administration building		By OHS Act approved specialist			
15	Curvent Fire Louvres	Automated Fire louvers to the Maintenance Building					A comprehensive 12 monthly service of the smoke ventilation system consisting of Ten (10) Bladed Bladed slope mounted smoke ventilators operated by an electro mechanical system consisting of Ventilator and rain channel cleaning, clearing of obstacles and debris in working parts, inspection and replacement of fusible links if required, inspection and replacement ventilator cables and springs if required, waterproofing of all flashings and joints. Inspection and cleaning of the Control Panel

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7												Completion plus duration
7	7	Electrical Installation										Practical Completion plus duration
8	8	Fire detections										Practical Completion plus duration
9	9	CCTV System										Practical Completion plus duration
10	10	Access Control										Practical Completion plus duration
11	11	Brake testing & Exhaust Extraction										Practical Completion plus duration

[REDACTED]

12	12	Electric Fence							12 MTS	Practical Completion plus duration
13	13	Plumbing							12 MTS	Practical Completion plus duration
14	14	Lift Installation							12 MTS	Practical Completion plus duration



Table B19a: Maintenance and Cleaning Requirements for the [REDACTED] Area

Item	Section in O&M	TRADE	MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1		Prefabricated Buildings	Office and Recreation container, and Security Containers				Wipe exposed steelwork with a soft damp cloth and a mild solution of dishwashing liquid + water. Vinyl floor polish to be used on the floors with no excess water. Clean windows with water and a squeegee	FSM Recommended yearly inspection of the roof and repainting of same with PVA roof paint if any leaks or opening of joints are identified. Outside trims only to be painted with a two part polyurethane paint as required. Paints or similar approved to be used)
2		Painting	Treated Timber Bus Practice Station Platform					To be checked every two years, and be treated with an appropriate sealer.
3		Fencing & Gates	perimeter fencing, sliding gates		Clean off with hosepipe.			Sliding gate tracks to be checked daily and kept clear of any rubbish/dirt which could obstruct gate wheels.

Table B19b: Maintenance and Cleaning Requirements for the Inner [REDACTED]: Further details

	Section in O&M	TRADE	CONTRACTOR		SUPPLIER		ITEM	GUARANTEE PERIOD	
								DURATION	EXPIRY DATE
1		Prefabricat ed Buildings	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	12 Months	EXPIRED
2		Fencing and Gates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	10 years	[REDACTED]

Table B19c. M&E maintenance requirements for the [REDACTED] Area Equipment

ITEM	TRADE	MAINTENANCE / SERVICE INTERVALS					OTHER
		ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	
1	Electrical	Electrical supply to the pre-fabricated buildings and site lighting			By Specialist		Systems to be serviced on an 'all in' basis, including replacement of parts and equipment as necessary, by a specialist approved by the equipment supplier and to the latter's approval, including adjustments, calibration, cleaning to keep the systems operating in a proper and efficient manner and to minimize downtime. Suitable service level agreements to be entered into with the maintenance specialist.
2	Site Lighting	Check lamps and replace as necessary. Clean light fittings.			By Specialist		
3	Plumbing Installation	Basic plumbing installation to the office container and bib tap. To be maintained as required.					

[REDACTED]

Table B19d. M&E maintenance schedules for the [REDACTED] Area: Further Details

	Section in O & M Manual	TRADE	CONTRACTOR		SUPPLIER	ITEM	GUARANTEE PERIOD	
							DURATION	EXPIRY DATE
1		Electrical & Site Lighting	[REDACTED]	[REDACTED]			12 MTS	EXPIRED

Table B20a. Maintenance of Landscaping at all Depots and Staging Areas

Item	Section in O&M	TRADE	ALL MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
1			HORTICULTURAL MAINTENANCE					
			SHRUBS AND GROUND COVERS					
			WEEDING: Hand-pull annual/broad leaved and agricultural weeds and grasses within planting beds, place in bags and dispose off site. Note: [REDACTED] spp ([REDACTED]) to be removed by hand prior to flowering, for a three meter wide strip, on either sides of the cycle way and paved Station precincts.		Monthly from June to Aug, twice monthly from Sept, to May			
			PRUNING: General Tree and Shrub pruning Specialist pruning to achieve optimum growth of respective plant types. All shrubs and groundcover species to be kept clear of cycle ways, bus lanes and any other paved surface edges.		Monthly			
			Tree Pruning: Stations Platforms and Depots					
			Canopies of trees to be maintained at 2m from paving level to ensure pedestrian access and CCTV line of sight and a clear distance of 500mm minimum from electrified fence to be maintained					Ad Hoc
			Composting: (Annual) Apply compost as per specifications, within bed areas					Annually in Aug
			Composting : (Ad hoc composting) Apply compost to areas replanted due to damage/replacement of senescent plants					Ad hoc
			Fertilizers: (Annual fertilizer application) Apply 'bounce back' of similar approved slow release organic fertilizer					

Item	Section in O&M	TRADE	All MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			at a rate of 80g/m ² .			Dec.		
			Fertilizers: (Annual fertilizer application) Also apply 'Maxiphos' or bonemeal at rate 25g/m ²			March, Sept, Nov and Jan.		
			Mulching: (Annual application of mulch layer) Apply a 30mm layer of coarsely ground, weed free compost to all planting areas (Hydro seeded areas excluded)					Annually in Aug
2		LAWN						
			Lawn mowing: Undertake mowing as per specification		Fortnightly from April to Sept, weekly from Oct to March.			
			Lawn fertilisers: • Lawns shall be fertilised with 2:3:2 at a rate of 20g/m² • Lawns shall be fertilised with Limestone Nitrate (L.A.N) at a rate if 10 g/m² • Lawn shall be fertilised with 4:1:1 at a rate of 10 g/m²		3 Months 4 Months	Feb, Aug, Oct and Dec.		
3		GRASSES						
			<i>Eragrostis carvua</i> 'Low Grass' (the grass planted inside and outside the clearvu fence at the foreshore staging area. Cut with brush cutter to height of 10cm at the beginning of winter.					every 12 months
4		HYDRO-SEEDED AREAS						
			Brush cutting: Allow for one brush cut per year, unless specified otherwise. All edges to be kept free of growth at all times. Any hydro seeding bordering the					Ad hoc

Item	Section in O&M	TRADE	ALL MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			cycle way is to be brush cut to a width of 1m either side of the cycle way, and maintained in this zone at height no greater than 30cm from ground level. After completion, all resulting debris on the cycle way to be removed by mechanical blowers.					
			Weeding: All agricultural, annual and broadleaf weeds to be manually removed or chemically treated with spot spraying using approved herbicides. Note: <i>Tribulus</i> spp (Devils' Thorn) to be removed by hand prior to flowering of a three meter wide strip, on either side of the culce way and paved Station precincts.					Ad hoc, Annually October.
			Irrigation: Adjust seasonal scheduling, operate the system manually Station by Station and check each valve for opening and closing. Locate each sprinkler head and ensure it is operating correctly. Check pop-up sprinklers to see that they rise and retract freely. Be observant for excessively wet patches indicating leaks. Open each valve box and check for leaks remove and debris/vegetation form the box. Check direction of spray (i.e.: not onto bus lanes, cycle ways or paved surfaces. Adjust installed height of pop-ups relative to ground levels as required. Identify reasons for non-operation or under performance of sprinklers and remedy as required.		Weekly/Monthly/Daily			
			Flushing of effluent irrigation lines: To be checked and flushed to ensure free water flow.		Daily			
			Sundry periodic horticultural requirements: Groundcover replanting <i>Carpobrotus edulis</i> planted in areas without irrigation cover					Ad Hoc

Item	Section in O&M	TRADE	ALL MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			are to be replaced when die-back occurs in extent larger than 0.5m ² . Replanting of these areas by using rooted cuttings grown in trays. Cutting should be healthy and of an appropriate size. Such replanting is best done in spring. <i>Plectranthus neochilus</i> , <i>Arcotis acaulis</i> & <i>Osteospermum</i> species are to be replaced when die-back occurs in extent larger than 0.5/m ² . Replanting of these areas by using cuttings harvested from site, planted at a density of 6/m ² . Such replanting is best done in spring					
			Replanting of bulbous material: Bulbous plant species, eg: <i>Agapanthus</i> and <i>Dietes</i> should be lifted and divided and replanted following good horticultural practice (green leaf blades to be cut back to 70% of their length), in properly prepared soil (compost, mulch etc. as detailed in maintenance document), at a planting density of 6/m ² for both species.					Ad Hoc
			Specialist pruning: Woody shrubs, eg: <i>Buddleja</i> species, <i>Euryops</i> species. <i>Salvia</i> species, <i>Plumbago</i> species, etc. are to be pruned back to encourage new compact growth. Pruning of the after flowering.				After flowering	Ad Hoc
5			SUNDRY HARD LAND- SCAPING ELEMENTS					
			Gravel in-fill paved Station precincts/bus depots: Gravel layers beneath palm tree (Table Mountain Sandstone Crusher stone, 20-25mmø) to be kept weed free at all times.					Ad Hoc

ALL MAINTENANCE / SERVICE INTERVALS								
Item	Section in O&M	TRADE	ITEM	SERVICE INTERVALS				
				WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			Any loose stones to be returned to the square opening under Palm tree. Gravel layer to be maintained at the general paving level, on an on-going basis.					
			Earth storm water drainage channel: To be kept free of any large plant material that may obstruct free water flow. Occasional reshaping of channels may be required to avoid ponding.					
			Post and Rails Fencing: All tanalith treated timber post and rails fencing to be inspected and repaired where necessary. This to include but not limit the securing post and rails, replacement of cracked or missing components. Note that where post and rail fences have previously been painted white, that an annual sanding and painting programme using approved exterior rated mat enamel, colour white					Ad hoc
			Repair to landscaping following motor Vehicle/bus accidents: Remove all landscape debris from any trafficable surface. Remove all motor Vehicle debris, and sweep surface of any glass ect. Check irrigation system where damage to landscape has occurred, replace any irrigation of plant material as required.					Ad hoc
6			GENERAL ITEMS					

Item	Section in O&M	TRADE	ALL MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			External general Cleaning: a) Cleaning of pre-cast concrete benches: The contractor shall clean the pre-cast concrete benches, with an approved commercial grade detergent and water. b) Cleaning of paving, cycle and bus ways. c) Cleaning of paving, cycle and bus ways. d) Concrete and clay brick segmented pavers: All hard landscaped area to be kept free of wind-blown sand or any other debris. No swept materials to be deposited in planting areas. e) Asphalt Cycle Way: All hard landscaped area to be kept free of wind-blown sand or any other debris. No swept materials to be deposited in planting areas. f) Bus Ways (Red concrete only)	Weekly	Twice Monthly Weekly Weekly Weekly Daily			
			Weed Control: Concrete and clay brick segmented pavers: Apply appropriate herbicide to areas within asphalt cycle way and concrete edging infested with broadleaf weeds of grass. Follow up by mechanically removing dead weeds with appropriate device.		Monthly			
			Litter Control: Concrete and clay brick segmented pavers: Remove and windblown or other litter and dispose of at nearest municipal refuse depot.	Weekly				
			Asphalt Cycle Way: Remove any wind blow, or other litter and dispose of	Weekly				

Item	Section in O&M	TRADE	All MAINTENANCE / SERVICE INTERVALS					
			ITEM	WEEKLY	MONTHLY	3 monthly	6 monthly	OTHER
			at nearest municipal refuse depot.					
			Bus Way (Red Concrete Only): Adjacent fences, security devices and trees: Remove any windblown or other litter and dispose of at nearest municipal refuse depot.	Weekly				

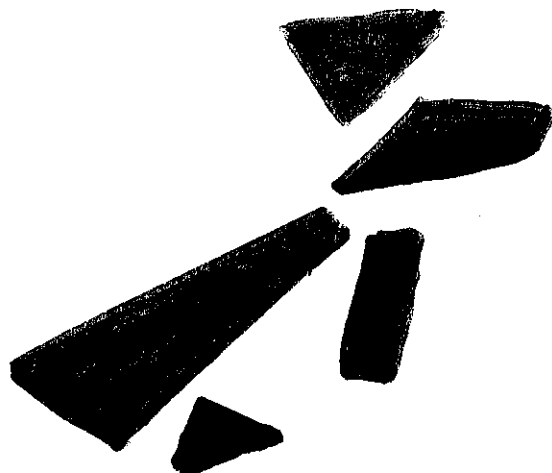
Table B20b. Landscaping/Irrigation Guarantees: Further Details

Section in O&M	TRADE	ITEM	SUPPLIER	ITEM	DURATION	EXPIRY DATE
Stables Depot						
	Supply and installation of landscaping and irrigation materials	Namkaw Horticulture (now part of Servest)	Namkwa Horticulture	Landscaping and irrigation material	12 months	15 August 2013
Atlantis Depot						
	Supply and installation of landscaping and irrigation materials	Cape Scapes	Cape Scapes	Landscaping and irrigation materials	12 months	To be advised when construction is complete
Inner City Depot						
	Landscaping	Cape Scapes	Cape Scapes	Landscaping materials	12 months	To be advised when construction is complete
	Irrigation	Turf Manzi	Turf Manzi	Irrigation materials		
Foreshore Staging Areas						
	Landscaping	Cape Scapes	Cape Scapes	Landscaping materials	12 months	Expired

PENALTY PROTOCOLS

4. Penalty Protocols

- 4.1 Protocol 3.12: Failure to maintain employee-related records as required or to submit them to the Authorised Representative within the time frame requested
- 4.2 Protocol 3.13: Receiving Gifts or Rewards from Passengers in return for favours
- 4.3 Protocol 4.3 - 4.5: Cleaning of Vehicles (Daily, Deep and Fumigation)
- 4.4 Protocol 5.3: Procedure for on-board equipment malfunctions on bus
- 4.5 Protocol 6.1: Procedure to use the automatic fare collection equipment correctly for Drivers.
- 4.6 Protocol 6.2: Failure to adhere to the Protocol on access control regarding passengers boarding or alighting from Vehicles (other than at a Station)
- 4.7 Protocol 7.5: Procedure to dispose of grease, contents of grease traps and used motor Vehicle oil and other waste as required by Applicable Law and/or Protocol.
- 4.8 Protocol: Provision of Incident Reports to the City



Protocol 3.12: Failure to maintain employee-related records as required or to submit them to the Authorised Representative within the time frame requested

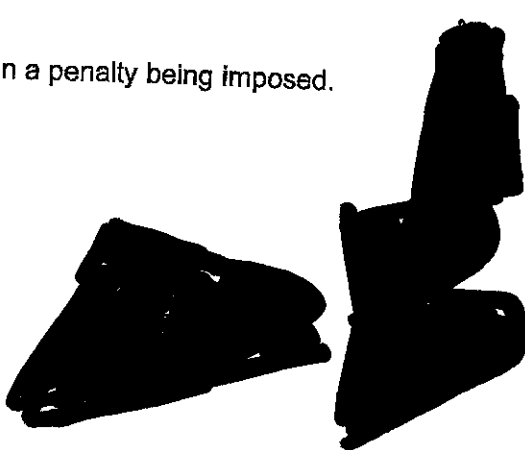
PROJECT : Milestone Zero: IRT Operations
DESCRIPTION : Failure to maintain employee-related records
ORIGINAL ISSUE : Version 1.0
VERSION AND DATE OF THIS REVISION : Draft-

PREPARED BY: DATE: SIGNATURE:	REVIEWED BY: DATE: SIGNATURE:
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INTRODUCTION

The Operators are required to keep employee related records and submit to the Authorised Representative within the time frame requested.

PROCEDURE:

- Employee related records must be kept by the employer at all times. These records must be kept at the Human Resources office of the employer.
 - On request from the Authorised Representative, the employer must make all employee records available within the specified time frame of 5 working days as so notified by Service Notice..
 - Records will include, but not be limited to, an overall organogramme of the organisations structure, employee lists, time and attendance, pay structures and benefits. All legislative proof (PAYE, UIF, medical contributions and benefits) are to be kept up to date.
 - Failure to comply with the above could result in a penalty being imposed.
- 

Protocol 3.13: Receiving Gifts or Rewards from Passengers in return for favours

PROJECT : Milestone Zero: IRT Operations

DESCRIPTION : Prevention of Bribery and Corruption

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : Draft-

PREPARED BY:	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

INTRODUCTION

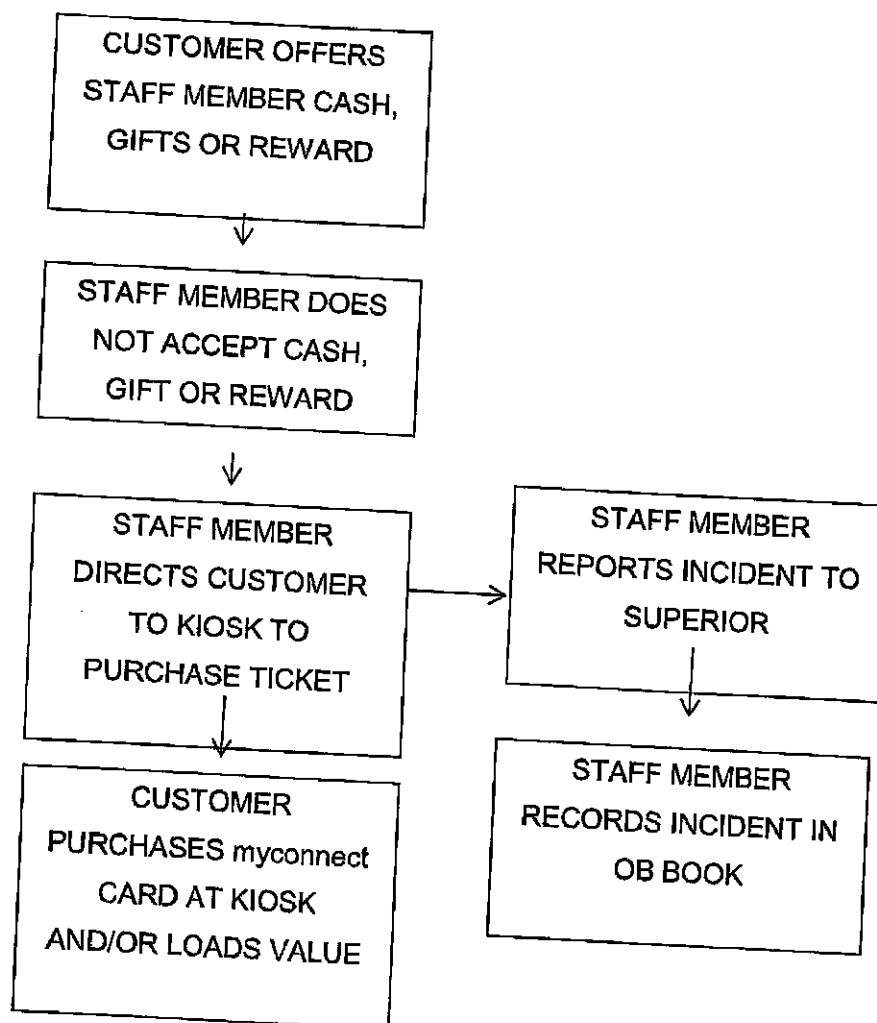
All services provided by MyCiTi must be paid for by customers by means of purchasing and/or loading value onto myconnect cards or tickets at MyCiTi kiosks or sales points. MyCiTi staff may not receive any payment, gifts or rewards for allowing customers to gain access to the MyCiTi service.

PROCEDURE:

- If a customer approaches a MyCiTi staff member with cash, gifts or rewards in exchange for access into the MyCiTi system, the staff member must direct the customer to the nearest kiosk and explain that access to the system can only be gained by purchasing and loading value on a myconnect card. MyCiTi staff. The MyCiTi staff member must report the matter to his superior immediately and record the incident in the OB book. A case must be opened with SAPS
- Any MyCiTi staff member or member affiliated with the MyCiTi service who accepts reward in exchange for access to the system other than through the MyConnect card or authorised ticket purchases must be subject to dismissal as per standard HR practice.
- The organisation in whose employ that person resides, or in the case of a subcontractors employee hired by the organisation will subject that organisation to a penalty.



FLOW CHART



Protocol 4.3 - 4.5: Cleaning of Vehicles (Daily, Deep and Fumigation)

PROJECT : Milestone Zero: IRT Operations

DESCRIPTION : Cleaning and Fumigation of Vehicles

ORIGINAL ISSUE :

VERSION AND DATE OF THIS REVISION : -

PREPARED BY: [REDACTED]	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

INTRODUCTION

Cleanliness of buses is essential to maintain the standard of the MyCiTi services. The Vehicle Operator Agreement also contains references to Penalties for infringements related to cleanliness.

PROCEDURES

(a) Daily schedule:

- All peak Vehicles are to be cleaned (inside and outside) before leaving the Depot for the start of its operation on that day
- All visible surfaces (inside and outside) to be clean so that a finger does not pick up dirt nor leave a trial mark on the surface. Wash marks must not be visible on any surface
- All seats, windows, grab rails and floor surfaces (including steps) are to be wiped down
- Litter and any other loose waste materials are to be removed
- Any graffiti seen on the Vehicle is to be reported and a method to remove it agreed with the City

(b) Deep cleaning

- All Vehicles shall be "deep cleaned" before use in the following week
- Entire interior of the Vehicle (from floor to ceiling), front to rear, is to be thoroughly cleaned so that no dirt, grease or other such material, is visible

(c) Fumigation

- All Vehicles shall be fumigated before use in the following month
- The type and method of fumigation is to be agreed with the Transport Controller but will generally comprise a mixture of spray and space remedies followed by a gel application for heavy infestations

[REDACTED]

- Risk management is a priority hence all units must be treated with sufficient time allowed for the remedy to dry / settle before the Vehicle is used
- The service provider is to be registered with the Department of Agriculture and preference is to be given to those that are members of the South African Pest Control Associations. All remedies are to be applied strictly according to label specifications

Records of cleaning are to be submitted to the Transport Controller as and when required to show compliance with the Agreement. Records are to be based upon the layout shown on the attached form.

Any cleaning / fumigation method utilised must not damage the Vehicle in any manner.

Annexure A: Example of Recording Form



Submitted to CoCT by:

_____ (name)
_____ (date)



Protocol 5.3: Procedure for on-board equipment malfunctions on bus

PROJECT : Milestone 1: IRT Operations

DESCRIPTION : Operating a Vehicle with malfunctioning on-board equipment

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : -

PREPARED BY:	REVIEWED BY:
DATE:	DATE:
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INTRODUCTION

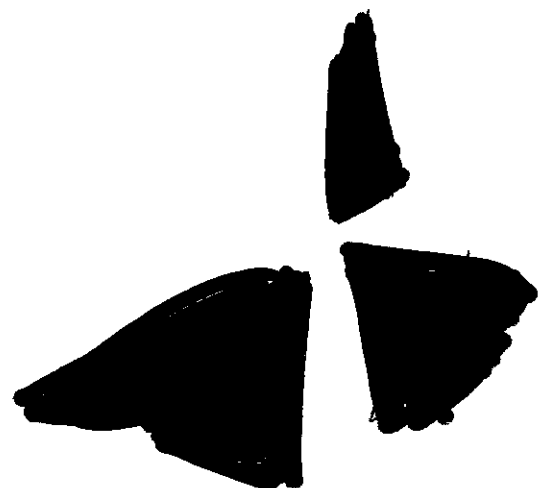
This procedure sets out how the Control Centre, Operator and Driver must respond when the on-board equipment malfunctions on the Vehicle. This includes the automated fare collection and validation equipment, APTMS or radio communication and announcement equipment. This procedure includes the cooperation of the Control Centre, Driver, Operator and Station management staff.

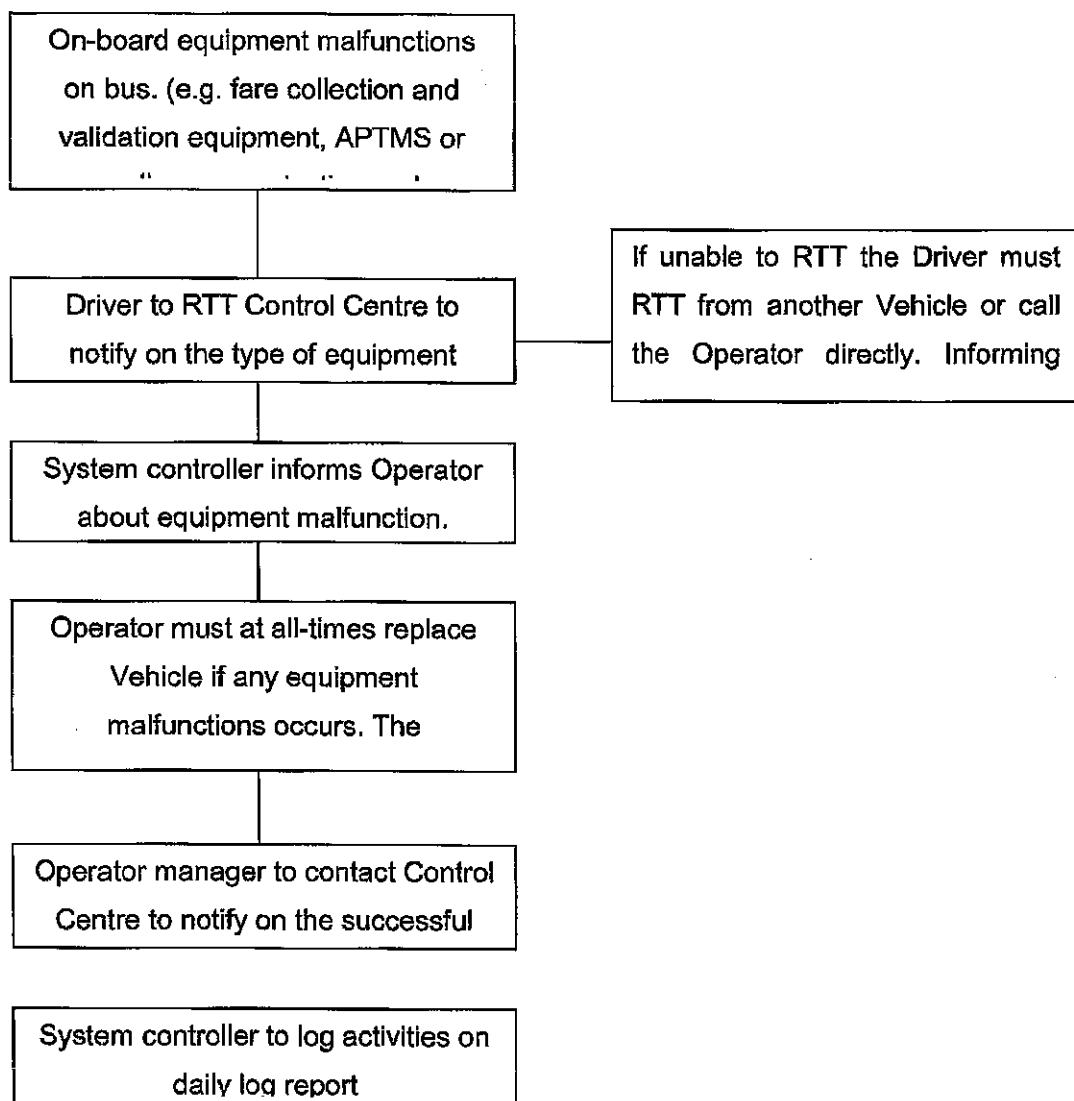
PROCEDURES

In the event that MyCiTi Vehicle on-board equipment malfunctions:

- Driver must RTT Control Centre to notify the type of equipment malfunction on the Vehicle. If unable to RTT, the Driver must RTT from another Vehicle or call Operator management directly via cell phone. Informing Station management staff to call the Control Centre directly via the Station Information button is the also an option.
- System controller at Control Centre must inform Operator about equipment malfunction on the Vehicle and advise on actions required relating to the malfunction type.
- Operator must at all-times replace Vehicle if any equipment malfunction occurs. The replacement of a Vehicle must be made at Stations only, after all passengers disembarked. When replacing a Vehicle, the Driver, Station management and the Control Centre must ensure minimum disruptions to passengers.

- Operator manager or Driver must contact the Control Centre to notify system controller on the successful replacement of Vehicle.
- System controller must log activities on daily log report for proof on why the Vehicle didn't adhere to the Schedule, and to inform equipment maintenance team to take action. Maintenance contracts are referred to and appropriate WBS numbers supplied for payment.
- The item is then tracked by the system controller to ensure that the item is rectified and the date of conclusion noted in the log report. The Operator is to report back on action taken.
- This process will eventually be managed on Forcelink.



FLOW CHART – In the event that a MyCiTi Vehicle on-board equipment malfunctions

Protocol 6.1: Procedure to use the automatic fare collection equipment correctly for Drivers

PROJECT : Milestone 1: IRT Operations

DESCRIPTION : How to use automatic fare collection equipment correctly.

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : -

PREPARED BY:	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

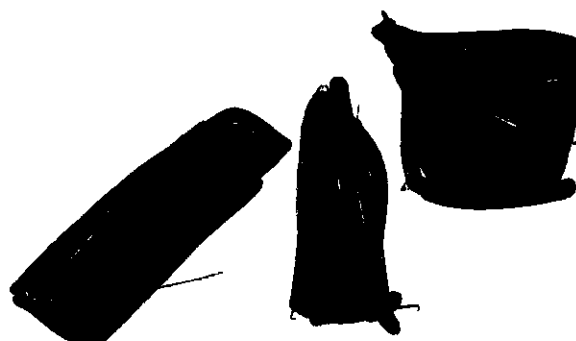
INTRODUCTION

This procedure sets out how the Driver must use the automated fare collection correctly. This procedure explains the use of the automated fare collection system during service, mainly when boarding and disembarking of passengers inside the bus.

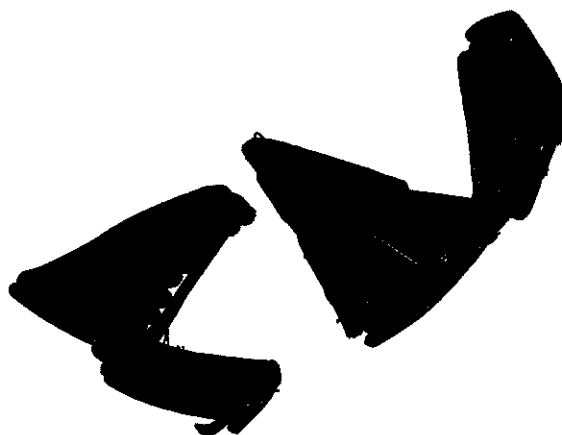
PROCEDURES

In the event that passengers boards or disembark on a MyCiTi bus:

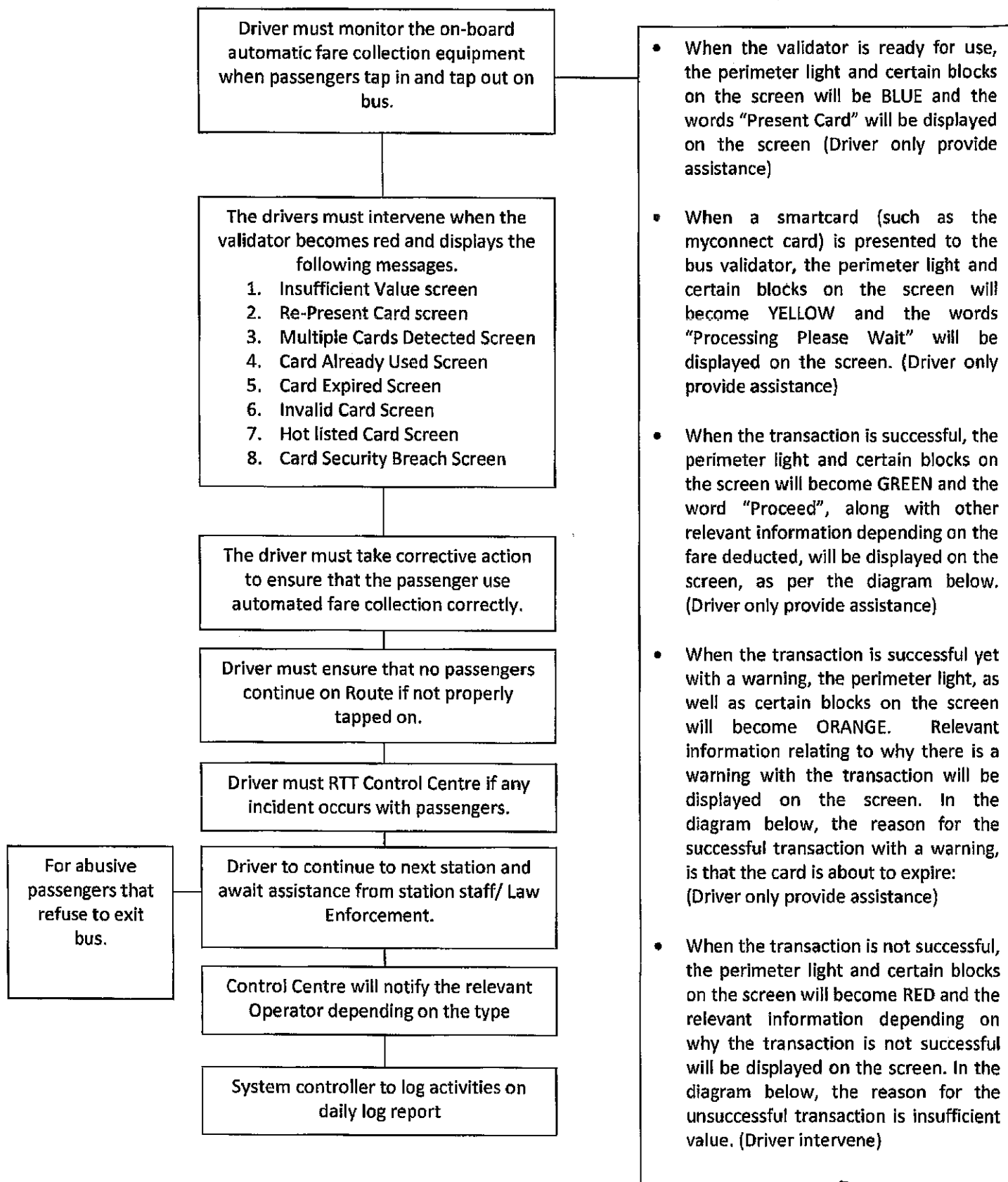
- The driver must monitor the on-board automatic fare collection equipment when passengers tap in and tap out on Vehicle and report. The driver must provide assistance to passengers entering and exiting on the bus.
- The drivers must intervene when the validator becomes red and displays the following messages and deal with them according to the training manual as included in appendix A. For all other cases the driver must only provide assistance in terms of answering queries if necessary.
 - Insufficient Value screen
 - Re-Present Card screen
 - Multiple Cards Detected Screen
 - Card Already Used Screen
 - Card Expired Screen
 - Invalid Card Screen
 - Hot listed Card Screen
 - Card Security Breach Screen



- The driver must take corrective action to ensure that the passengers use the automated fare collection correctly as indicated in the Vehicle validator screen displays training manual.
- Driver must ensure that no passengers continue on Route if not properly tapped on. The driver must at all-time be polite when communicating with any customer using the service.
- Driver must RTT Control Centre if any incident occurs with passengers.
- Driver to continue to next Station and await assistance from Station staff/ Law Enforcement via Control Centre only when an abusive passenger refuses to exit the Vehicle.
- Control centre will notify the relevant Operator depending on the type of incident.
- System controller must log activities on daily log report for proof on why schedule adherence weren't followed, and to inform equipment maintenance team to take action.



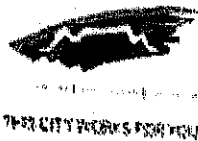
FLOW CHART – In the event that passengers boards or disembark on a MyCiti bus:



Appendix A



CoCT AFCS Project – On-Board Bus Validator



BUS VALIDATOR SCREEN DISPLAYS

• OBJECTIVE

The goal of this training manual is to ensure that City of Cape Town appointed officials will be able to use the bus validator, and / or assist others in using them.

At the end of this training you will understand the following:

- How the fare payment is done.
- How to view the balance
- The different types of transactions
- The payment acceptance sounds
- Tapping on and tapping off feeder buses.

TAPPING IN AND TAPPING OUT

- Unless a commuter gets on or off a feeder bus at a trunk station, every time a commuter gets on a bus they will be required to "TAP IN" and every time the commuter gets off the bus the commuter will be required to "TAP OUT". Failure to do so will result in a penalty charge the next time that the smart card is used.

The rules that are to be adopted with tapping in and tapping out are as follows:

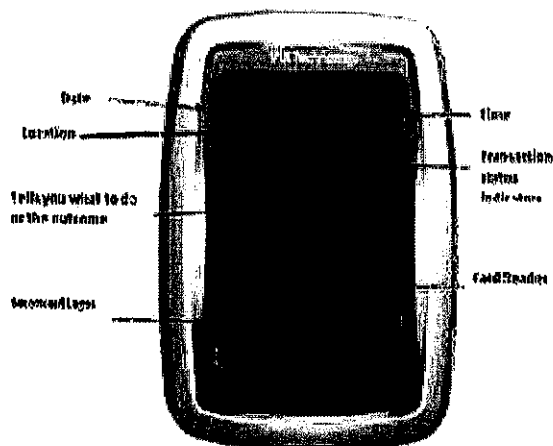
The 9 metre feeder bus

- 9 metre feeder buses will each have two bus validators mounted at the main 'driver' entrance to the bus. The validator mounted on a pole, directly to the left of the door as the commuter enters the bus, will only be used for tapping on. The other validator, which is mounted on the dashboard of the bus, facing the commuter as he exits the bus, will only be used for tapping off the feeder bus.
- Other than entering or exiting a feeder bus via a trunk station, every commuter must tap on and tap off a feeder bus. Failure to do either action will result in a penalty charge, which will be deducted the next time the card is used on a MyCiti bus.

The 12 metre feeder bus

- 12 metre feeder buses will operate in the same way as the 9 metre feeder buses, but the two bus validators will be mounted differently to those in the 9 metre buses. The general principle for the mounted validators is that the "tap on" validator will be to the left as the commuter enters the bus, and the tap off validator will be to the right as the commuter exits the bus.

BUS VALIDATOR SCREEN DISPLAYS



When the validator is ready for use it will display "Present Card" on the screen, as per the diagram. This screen is ready and waiting for a commuter card to be presented.

BUS VALIDATOR SCREEN DISPLAYS

When the validator is ready for use, the perimeter light and certain blocks on the screen will be BLUE and the words "Present Card" will be displayed on the screen.

This screen is ready and waiting for a smart card to be presented.

Bus Validator Screen: Blue Indicator

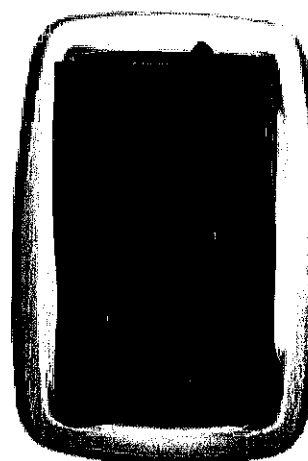
Please take note of the transaction indicator lights on the screen.



When a smartcard (such as the myconnect card) is presented to the bus validator, the perimeter light and certain blocks on the screen will become YELLOW and the words "Processing Please Wait" will be displayed on the screen

Bus Validator: Yellow Screen

Please take note of the transaction indicator lights on the screen.



When the transaction is successful, the perimeter light and certain blocks on the screen will become GREEN and the word "Proceed", along with other relevant information depending on the fare deducted, will be displayed on the screen, as per the diagram below.

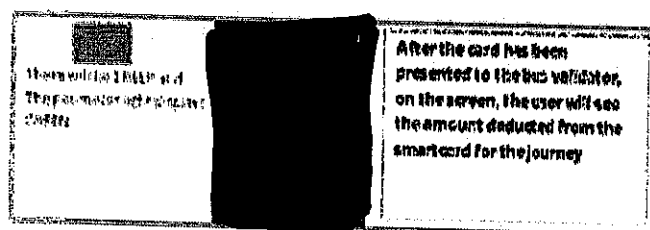
Paid R5.00
Proceed
Balance R25.00



Bus Validator: Green Screen

Please take note of the transaction indicator lights on the screen.

Successful Card Transaction



NOTE: This screen will remain visible until the commuter has moved on and the next commuter presents their card. If there isn't another commuter to present their card, the screen will return to the blue "Present Card" screen, this will be the case for all transactions.

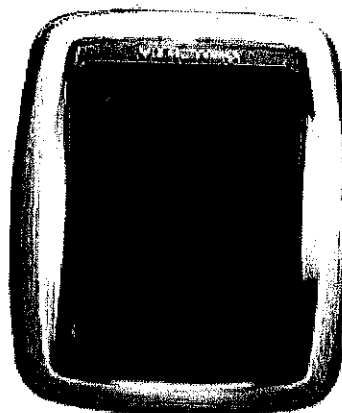
When the transaction is successful yet with a warning, the perimeter light, as well as certain blocks on the screen will become **ORANGE**. Relevant information relating to why there is a warning with the transaction, will be displayed on the screen. In the diagram below, the reason for the successful transaction with a warning, is that the card is about to expire:

Paid R5.00

Proceed

Card Expires Jan 31

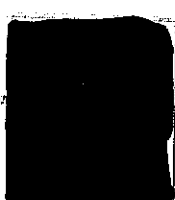
Balance R25.00



Bus Validator: Orange Screen

Please take note of the transaction indicator lights on the screen. In this Warning screen shot the transaction indicator light is green as a signal for approval and the perimeter light is **ORANGE** as a warning signal.

Card Warning sounds

 The user has 1 (R1) with 1 valid. Card has expired on 2016-01-31 and is not valid anymore.		After the card has been tapped on your screen you will see: Price for the trip taken off the Card Remaining balance available on the card.
 There is no card (R1) with 1 valid. Card has expired on 2016-01-31 and is not valid anymore.		After the card has been tapped on your screen you will see: Amount deducted from card Warning message

After a trip has been paid for successfully, and the device detects that there is a low balance or card expires, the device will display a message on the indicator.

When the transaction is not successful, the perimeter light and certain blocks on the screen will become RED and the relevant information depending on why the transaction is not successful will be displayed on the screen. In the diagram below, the reason for the unsuccessful transaction is insufficient value

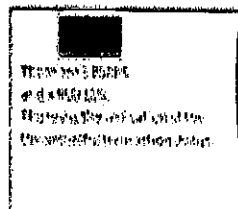
Fare R5.00
Insufficient Value

Bus Validator Red Screen

Please take note of the transaction indicator lights on the screen.

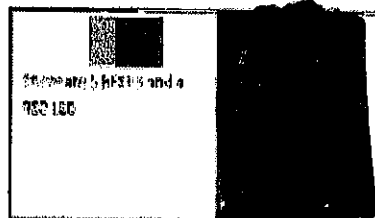


UNSUCCESSFUL TRANSACTIONS SOUNDS



1. Insufficient Value screen

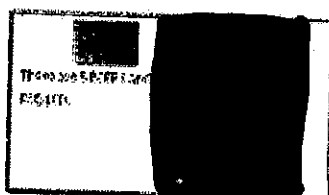
If there is not enough credit on the Card, the device will display a screen to indicate that there are not enough funds on the Card, by displaying "Insufficient funds".



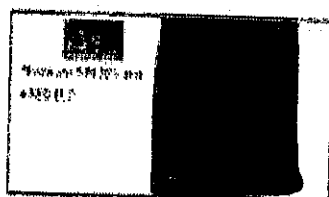
2. Re-Present Card screen

The device will display a message indicating that the card needs to be presented again to the bus validator as it could not be read the first time

UNSUCCESSFUL TRANSACTIONS SOUNDS

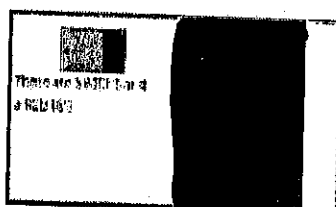


3. Multiple Cards Detected Screen
If more than one EMV card is detected in the landing zone on the bus validator screen (which is after all a contactless card reader), the device will indicate that the commuter should only present one card at a time.

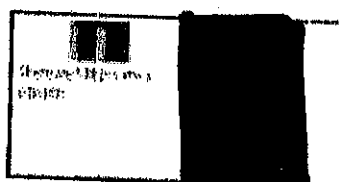


4. Card Already Used Screen
If the commuter presents a card to the device twice within the space of 2-3 minutes, the device will detect this, and display a screen to inform the user that the Card has already been used

UNSUCCESSFUL TRANSACTIONS SOUNDS

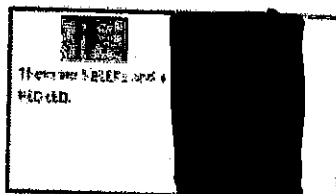


5. Card Expired Screen
The Card expires after 3 years. The bus validators will detect that the card has expired it will notify the commuter if the Card has expired.



6. Invalid Card Screen
Should the commuter display a Card that is not identified, or invalid, the bus validator will display information that the Card is invalid.

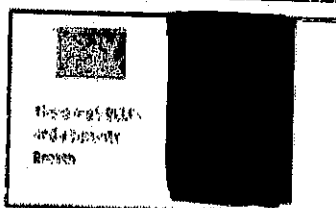
UNSUCCESSFUL TRANSACTIONS SOUNDS



7. Hotlisted Card Screen

If the Card has some suspicious activity on it, or is considered suspicious, the bus validator will display a screen indicating that the card is Hotlisted. This will happen when information about the card presented by the commuter returns information that the card is found on the hotlist. This is where the assistance of Law Enforcement will be required.

When a card is Hotlisted it could be that the card has been reported as stolen or lost. In the 'Hotlisted' screen you may see the name of the cardholder and the card number.



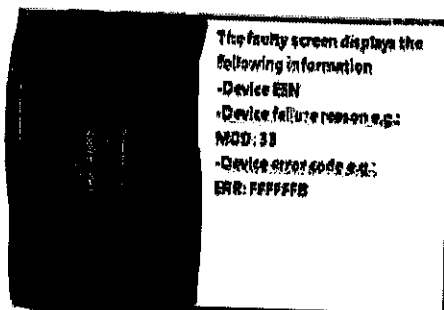
8. Card Security Breach Screen

If the commuter presents a card to the bus validator, but it indicates a security verification error, the bus validator will set a "tamper flag" on the EMV Card, and display a "Card Security Breach".

When a card is in Security Breach, it could be that the card has been reported as stolen or lost. In the 'Card Security Breach' screen you may see the name of the cardholder and the card number. You may also see the reason for the breach, e.g. 'Card Security Breach'.

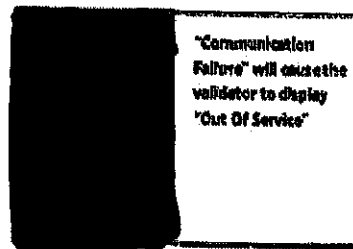
FAULT MODE

- When the bus driver starts the bus, or whilst the bus is in operation, the bus controller software may detect an internal fault that prevents it from operating correctly. The validator will enter into "Fault mode" and the "Device Faulty" screen will then display the error code and the reason for failure.
- Once the screen displays "device faulty" please contact the APCS Helpdesk 076 412 5124
- APCS will ensure that the correct assistance is assigned to you. You may be asked to provide the information displayed on the screen when placing the call with the Helpdesk. This information is as follows



Communication Failure

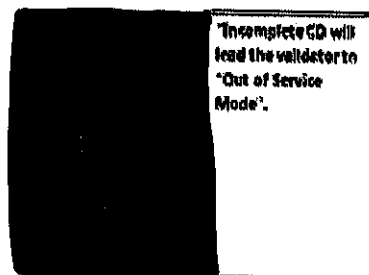
- Once there is a communication failure between the bus validator and the bus computer, "Out of service" will be displayed, and a communication failure message will appear.
- However, in the event that communication is not re-established, please contact the AFC Helpdesk with the relevant information.



NOTE: If a communication failure occurs, the bus validator will display this message. The bus validator will not establish communication with the bus computer.

Incomplete Configuration-Data (CD) (Information)

- In the event that a data download has taken place, and the download has not fully completed, the Incomplete CD condition (insufficient information entered) will be detected by the bus validator, and the bus validator screen will display "Incomplete CD".



Do not switch the bus validator off, as the bus validator will refresh itself to resolve this condition.

In the event that Incomplete CD does not refresh itself, please contact the AFC Helpdesk with the relevant information.

Protocol 6.2: Failure to adhere to the Protocol on access control regarding passengers boarding or alighting from Vehicles (other than at a Station)

PROJECT : Milestone Zero: IRT Operations

DESCRIPTION : Vehicle Access Control

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : Draft-

PREPARED BY:	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

INTRODUCTION

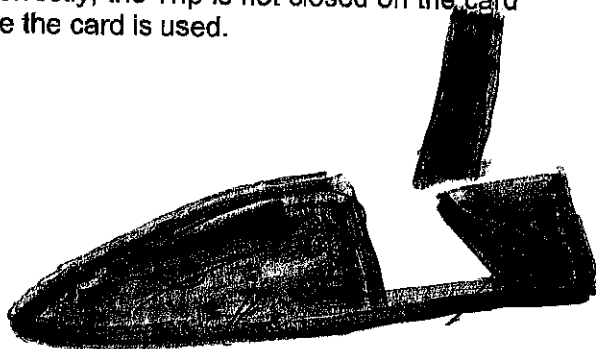
When passengers board or alight a Vehicle at any stop or shelter other than a MyCiti Station, the Driver must ensure that the passenger adheres to the access control policy. It is important that passengers tap in and out correctly as inspections are done on board and penalty fares are issued to any passenger travelling on a Vehicle who has not tapped in correctly. Should a passenger not tap out correctly, the Trip is not closed on the card and the passenger is penalised for a non closure next time the card is used.

This protocol should be read in conjunction with SOP 5.3 and 6.1

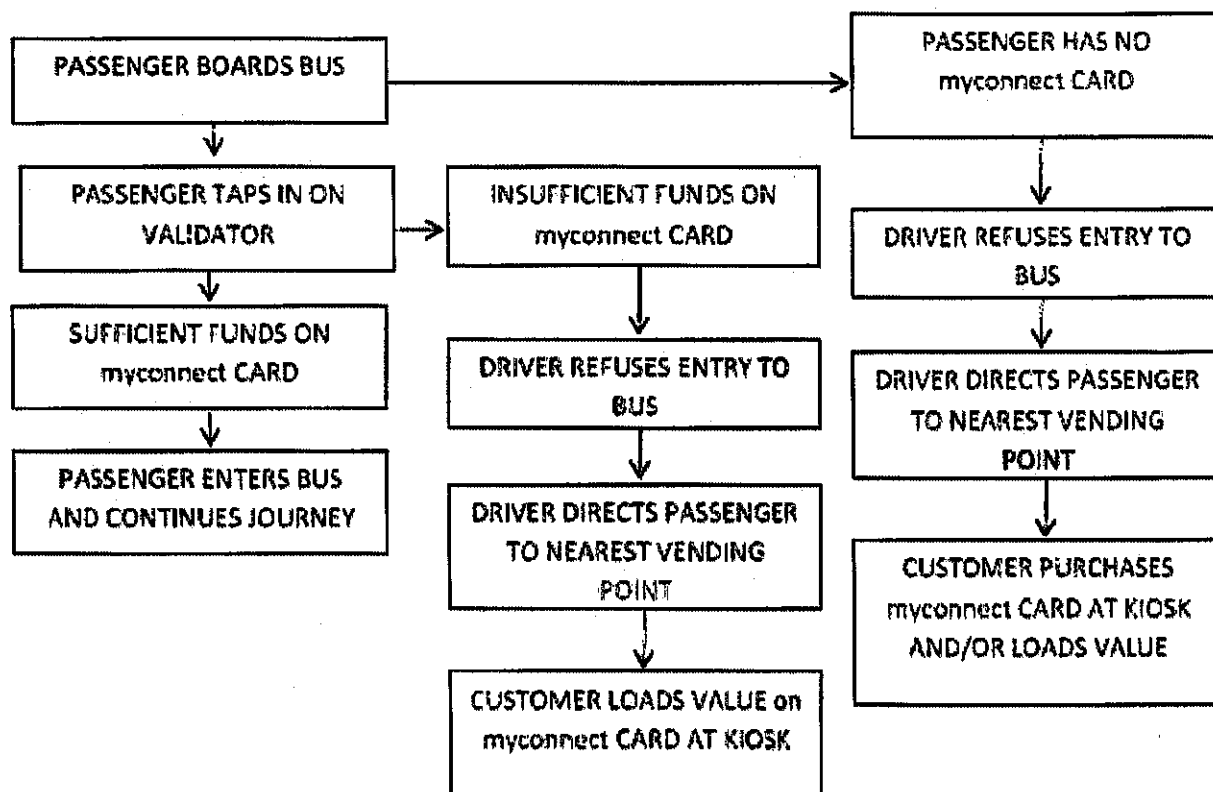
PROCEDURE:

When a passenger boards the Vehicle the driver must ensure that the passenger taps in on the correct tap in validator. Should the passenger not have a myconnect card or a myconnect card with insufficient funds loaded onto the card, the driver must not allow the passenger to board the Vehicle and direct the passenger to the nearest kiosk or myconnect vendor to either purchase a card or load value onto the card. Other passengers may not use their cards to tap in a boarding passenger.

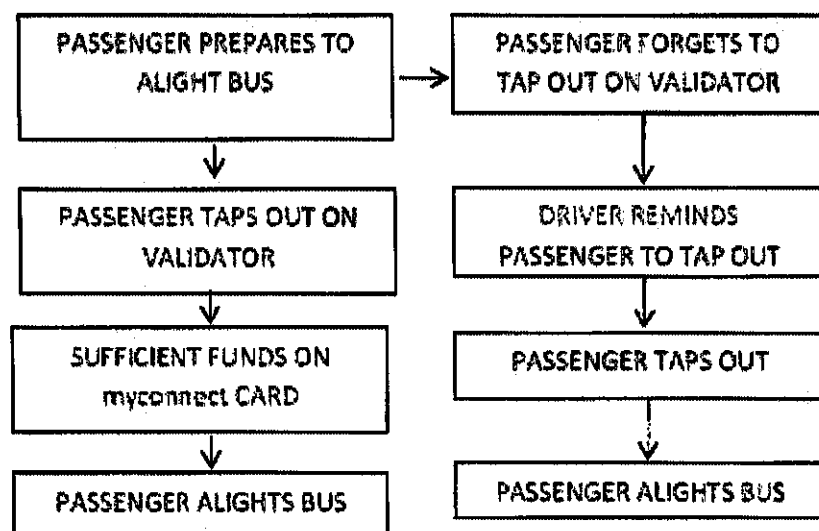
When a passenger alights a Vehicle the driver must ensure that the passenger taps out correctly. Should the passenger not tap out correctly, the Trip is not closed on the card and a non closure penalty is charged next time the card is used.



FLOW CHART - BOARDING



FLOW CHART - ALIGHTING



Protocol 7.5: Procedure to dispose of grease, contents of grease traps and used motor Vehicle oil and other waste as required by Applicable Law and/or Protocol.

PROJECT : Milestone 1: IRT Operations

DESCRIPTION : Procedure to dispose hazardous substances.

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : -

PREPARED BY:	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

INTRODUCTION

This procedure sets out how disposal of hazardous substances (as defined in the Regulations for Hazardous Chemical Substances) and their waste, is regulated through other legislation, which should be complied with i.e. the Occupational Health and Safety Act. All hydrocarbons, including petrol, diesel, engine oil, hydraulic oil, shutter oil, grease and curing compound, pose a risk of causing water and soil contamination and accordingly shall be regarded as potential hazardous substances from an environmental perspective. Specific requirements in this regard are outlined below.

PROCEDURES

In the event that Operator has to dispose of hazardous substances:

- Operator must ensure that formal waste control measures must be adopted which should be environmentally responsible and comply with requirements of legislation and any other regulatory requirements. The procedures in place should protect the health and safety of persons in all areas using hazardous substances, and the community and environment in general.
- The Operator must ensure that waste hazardous waste, such as oils, grease; etc must be disposed of only at a licenced hazardous waste site or recycling facility. Both the proof that the facility is authorised to accept of such hazardous materials and that the Operator has disposed of the materials there are to be kept on file for auditing purposes.
- The Operator shall not be permitted to use burning as a disposal method.
- The Operator shall not be permitted to dispose any hazardous waste in reticulation systems and must be disposed off-site at allocated disposal sites as specified in SANS & environmental legislation acts.

- The Operator shall ensure that engine oil, hydraulic oil, shutter oil, lubricants and curing compound containers that are in use are stored within a bunded area consisting of a smooth impermeable base (concrete or 250 µm plastic) with an earth bund.
- The Operator must ensure that when the dispensing mechanism of the grease/ oil storage drum/holder is not in use it shall be stored in a waterproof container.
- The Operator shall take all reasonable precautions to prevent accidental and incidental spillage during the disposal of these compounds.
- All relevant licences and permits required by statutory authorities for discharge and disposal of waste are required to be kept by the Operator for proof of disposal.
- The Operator must ensure that the requisite safety and first aid equipment in accordance with the transport emergency card(s) is provided.
- The Operator must ensure that the loading or offloading operation is conducted in a safe manner and is not placed at risk by other activities in the vicinity.
- The Operator must ensure that Oil/ curing compound shall be used in moderation and shall be applied under controlled conditions using appropriate equipment. The Contractor shall take all reasonable precautions to prevent accidental and incidental spillage during the application of these compounds.
- If a specialist contractor is utilised to pick up and dispose of hazardous waste, the selected contractor should:
 - Be fully licensed to transport and dispose of the category of waste by the relevant authority.
 - Supply written confirmation of the final disposal of the hazardous waste.
- All Vehicles transporting dangerous goods, any repairs, modification and refurbishment of equipment governed by specific requirements contained in the SANS 1518:2005, by reference or directly, shall be carried out in such a manner that the equipment complies with the relevant requirements in all Organisations or persons carrying out such work shall ensure that the work is carried out strictly in accordance with the instructions and requirements of the original manufacturer, and a certificate of compliance with these requirements is issued upon completion of the work.
- The requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), must be adhered to.



Protocol 7.8: Provision of Incident Reports to the City

PROJECT : Milestone Zero: IRT Operations

DESCRIPTION : Provision of Incidents Reports to the City

ORIGINAL ISSUE : Version 1.0

VERSION AND DATE OF THIS REVISION : -

PREPARED BY: J Stanbury	REVIEWED BY:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

INTRODUCTION

The Operator is required by Clause 36.2 and 36.3 of the Vehicle Operator Agreement (12 Year Contract) to provide Incident Reports to the City. This protocol sets out the procedure for the submission of such reports.

PROCEDURES**Timeframe for Submission of Incident Report:**

In accordance with Clause 36.2 and 36.3 of the Vehicle Operator Agreement for MyCITI Phases 1A and 1B (Version 6, 17 May 2013) the Operator is required to report all incidents to the City or its Authorised Representative.

In accordance with Clause 36.2 the Operator must immediately after its occurrence report to the City any accident relating to the Services (whether or not a Vehicle has been involved and including accidents at any Depot) in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence, including the South African Police Service report and case number, within 4 Business Days of the occurrence.

In accordance with Clause 36.3 the Operator is required to report all other incidents as defined by this Procedure and its subsequent revisions, to the City within 2 Business Days of the Operator becoming aware or where a prudent operator should have reasonably become aware of the incident.

Method of Submission of Incident Report:

The Incident Report shall be submitted to the Transport Controller by email plus delivery of two printed copies.

Content of Incident Report:

The content of the Incident Report will vary depending upon the nature of the incident. The report will, however, contain as a minimum the following:

- Description of type of incident
- Date of incident
- Location of incident
- Record of report of incident to Control Centre
- Cause of incident



- Implication / consequences of incident
- Any follow-up action required and timeframes and suggested responsibilities
- Costings of follow up action
- Proposal on how to prevent occurrence of incident in future
- Name and position of author of report

Definition of Incidents Requiring Report:

The definition of incidents to be reported to the City will be expanded as this procedure is developed over time. To date these include the following:

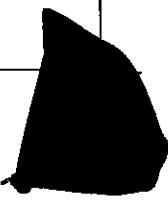
- Those involving City Vehicles (both in Depots and in service)
 - All vehicular accidents involving persons and other Vehicles
 - All vehicular accidents in which a City Vehicle is damaged and requires repair
- Those involving persons:
 - All incidents where a person is injured or had the potential to be injured
- Protection and maintenance of City Assets (MyCiTi City Vehicles, Stations and Stops)
 - All acts of vandalism to City Assets as observed by the Operator

In addition to the above incidents the Operator shall report to the City any other incident that it considers necessary to bring to the attention of the City.



Annexe A**Operator Specific Addendum**

Save as amended in terms of this Annexe A, the provisions of and the words and expressions defined in the Agreement shall remain unchanged. The following provisions are specifically applicable to the Operator and shall have the effect of amending the Agreement as follows:

Clause	Detail
1.1.1	This clause is deleted in its entirety.
1.1.2	This clause is deleted in its entirety.
1.1.3	This clause is deleted in its entirety.
1.1.4	This clause is deleted in its entirety.
1.1.16	This clause is deleted in its entirety.
1.1.20	 registration number  and  registration number  .
1.1.24	This clause is deleted in its entirety.
1.1.45	This clause is deleted in its entirety.
1.1.48.5	This clause is deleted in its entirety.
1.1.71	March
1.1.73	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: <i>"1.1.73 "Fleet" means all Vehicles required to provide the Services as contemplated in this Agreement (and for the avoidance of doubt shall include the Initial Fleet);"</i>
1.1.74	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause:   

	<i>"1.1.74 "Guaranteed Kilometres" means the percentage of Allocated Kilometres which the City guarantees as Scheduled Kilometres as more fully set out in the table in clauses 7.1 and 7.2"</i>
1.1.102	 registration number  , a company incorporated in accordance with the laws of the Republic of South Africa and represented by  duly authorised to act as such.
1.1.103	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: <i>"1.1.103 "Operator Vehicles" means those Vehicles procured by the Operator in terms of this Agreement, but excluding the City Vehicles;"</i>
1.1.111	This clause is deleted in its entirety.
1.1.118	Provisions as per Table 3 of this Annexe A.
3	The Parties agree that the Condition Precedent contemplated in clause 3.2 (and any consequential references to 6m Services or 6m Vehicles, shall not apply in relation to the Operator)
6.1	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: <i>"6.1 As security for the due and proper performance by the Operator of all of its obligations under this Agreement and in relation to the rendering of the Services, the Operator shall furnish the City with an irrevocable performance guarantee which shall be for an amount of R 20 000 000 ("Performance Guarantee") in writing, within 60 Days of the Commencement Date, substantially in accordance with the terms and conditions contemplated in the Performance Guarantee Template attached hereto as Annexe O."</i>
6.3	This clause is deleted in its entirety.
6.5	The deletion of the words <i>"as contemplated in the Performance Guarantee Schedule,"</i> .

6.8	The deletion of the words "contemplated in the Performance Guarantee Schedule".						
7.1	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: <i>"7.1 Subject always to any deductions made by the City in respect of Penalties imposed and the provisions of clause 7.2, the Guaranteed Kilometres shall be determined on the following basis:</i> <table border="1"> <tr> <th><i>Designated Subsidy Reduction</i></th><th><i>Guaranteed Kilometres</i></th></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </table> <i>"</i>	<i>Designated Subsidy Reduction</i>	<i>Guaranteed Kilometres</i>				
<i>Designated Subsidy Reduction</i>	<i>Guaranteed Kilometres</i>						
7.2	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: <i>"7.2 For purposes of this clause 7.2 -</i> <i>7.2.1.1 "Designated Subsidy Reduction" means the amount by which the subsidy payable to [REDACTED] in terms of the Interim Agreement will be reduced in accordance with clauses 7.2.3.2 and 7.2.4 in the event that [REDACTED] consents to such subsidy reduction, being the relevant amount specified in the table in clause 7.1;</i> <i>7.2.1.2 "[REDACTED] Cancellation Plan" means a written plan prepared by [REDACTED] in response to the Roll-Out Plan, setting out the kilometres (with details regarding related routes and trips, excluding positioning and engineering kilometres) to be excised from the Interim Agreement as and when the City commences Services on any Route contemplated in the Roll-Out Plan where such Services will effectively replace the relevant [REDACTED] service, and which kilometres will accordingly cease to be operated by [REDACTED] in terms of the Interim Agreement ("Cancelled Kilometres");</i> <i>7.2.1.3 "Interim Agreement" means the Interim Agreement (IC68/97) concluded between Provincial Government of the Western Cape</i>						

	<i>("Province") and [REDACTED] ("Province"), which term for the purpose of clause 7.2 includes the [REDACTED] on 17 March 1997 and all amendments and addenda thereto;</i>
7.2.1.4	<i>"Reference Date" means (i) initially, the date upon which the contracting authority function in respect of the Interim Agreement is assigned to the City, and (ii) thereafter, each date upon which [REDACTED] ceases to operate any Cancelled Kilometres in accordance with the [REDACTED] Cancellation Plan;</i>
7.2.1.5	<i>"Roll-Out Plan" means a written plan prepared by the City setting out the proposed implementation of Phases 1A and 1B of the Services, on a "per-route" and "per-date" basis, with reference to the Routes described in the Operational Specification Schedule or any amendment to or addition to such Routes; and</i>
7.2.1.6	<i>"Subsidy Reduction Rate" means a rate equal to the per-kilometre subsidy payable to [REDACTED] in terms of the Interim Agreement as at the Reference Date;</i>
7.2.2	<i>The City shall, forthwith after the Signature Date (but in any event by no later than 30 September 2013) prepare and submit the Roll-Out Plan to the Operator and [REDACTED]. The Operator shall procure that, within 10 (ten) Business Days after receipt of the Roll-Out Plan, [REDACTED] prepares and submits the Cancellation Plan to the City for its approval. The Parties and [REDACTED] shall thereafter negotiate in good faith with a view to agreeing the provisions of the Cancellation Plan, with specific reference to the anticipated number of Cancelled Kilometres (if any), as well as the relevant routes and trips, due to the implementation of each Route specified on the Roll-Out Plan ("Cancellation Plan Content"). Should the Parties and [REDACTED] fail to reach agreement on the Cancellation Plan Content by 31 October 2013, the City shall determine the terms of the Cancellation Plan (provided that it shall obtain the approval of the relevant contracting authority under the Interim Agreement in this regard), and the Operator and [REDACTED] shall be bound thereby.</i>

	7.2.3 The Operator shall not be entitled to the Guaranteed Kilometres in terms of this Agreement unless: 7.2.3.1 prior to or upon receipt of written notification from the City that operations have commenced on any Route contemplated in the Roll-Out Plan ("Commencement Notice"), the relevant contracting authority and [REDACTED] confirm in writing to the City that the Cancelled Kilometres forming part of such Route have been excised from the Interim Agreement in accordance with the Cancellation Plan, in terms of clause 11 of the Addendum to the Interim Agreement concluded in 2009, and that [REDACTED] has accordingly ceased operating any services in respect of such Cancelled Kilometres in terms of the Interim Agreement; and 7.2.3.2 within 10 (ten) Business Days after the date of assignment of the contracting authority function as contemplated in section 11(2) read with sections 11(1)(a)(xi) and 11(6)) of the Act to the City and upon the allocation of the Public Transport Operating Grant subsidy or its equivalent ("PTOG"), to the City ("Assignment Date"), [REDACTED] consents in writing that the total subsidy payable to it under the Interim Agreement will be reduced by an amount equal to the aggregate of the Cancelled Kilometres set out in all Commencement Notices received prior to such date, multiplied by the Subsidy Reduction Rate, up to the Designated Subsidy Reduction. 7.2.4 Should any Commencement Notice be received after the Assignment Date, and should [REDACTED] have provided the written consent contemplated in clause 7.2.3.2, the total subsidy payable to [REDACTED] under the Interim Agreement will be reduced by an amount equal to the Cancelled Kilometres set out in such Commencement Notice, multiplied by the Subsidy Reduction Rate, provided that this clause 7.2.4 shall cease to apply once the aggregate amount of the subsidy reductions under clause 7.2.3.2 and this clause 7.2.4 is equal to the Designated Subsidy Reduction (that is to say, no subsidy reduction shall be applied in respect of any further Cancelled Kilometres).
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	7.2.5 For the avoidance of doubt, the amount of kilometres in respect of which [REDACTED] may claim a subsidy under the Interim Agreement shall be reduced by a number equal to the number of any Cancelled Kilometres in respect of which a subsidy reduction has been applied pursuant to clause 7.2.3.2 or 7.2.4, as the case may be."
13	This clause is deleted in its entirety.
41.1.2	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: "41.1.2 at all times be responsible for the maintenance and upkeep of those Vehicles in relation to which the relevant Vehicle Maintenance Agreements have expired."
46.1	City: 36.7 litres/100km Atlantis/Table View: 28.8 litres/100km
51.4	The deletion of this clause in its entirety and the substitution thereof in its place and stead by the following new clause: "51.4 The Operator shall provide the City with fuel consumption figures per Vehicle type, at such regular intervals as the City may prescribe from time to time. The fuel consumption figures shall be presented in a programmed automated report generated by an automated fuel system approved by the City."
72.1.2	Domicilium address: [REDACTED] [REDACTED] Fax [REDACTED] Email: [REDACTED]
Special Conditions	The insertion of the following clause as special conditions provision: "92 Restriction on cross-shareholding <i>92.1 From the Commencement Date and for the duration of this</i>

Agreement, the Operator shall not, without the prior written consent of the City:

92.1.1 acquire or hold, whether directly or indirectly (including, without limitation, through any direct or indirect subsidiary, holding company or subsidiary of any holding company) shares in the issued share capital of, Another Operator or any shareholder of Another Operator; and

92.1.2 permit as a shareholder in the Operator, Another Operator or any shareholder of Another Operator.

92.2 The Operator undertakes to take all such steps as may be required to ensure that the restrictions contemplated in clause 92.1 above, shall similarly apply to and bind each of its shareholders, such steps to include but not be limited to, procuring that the Memorandum of Incorporation, or relevant founding documents (as envisaged in terms of the Companies Act), in respect of each of such shareholders, include such restrictions."

Table 1: Table of Rates

	RATES	
	Period 1: Years 1-5	Period 2: years 6-12
Fixed Costs		
Vehicle-related		
Vehicle-related Rate for 9m, 12m and 18m Vehicles		
Driver-related		
Driver-related Rate 9m, 12m and 18m Vehicles		
Kilometre-related Rate		
6m		
9m		
12m Airport		
12m Other		
18m		

Table 2: Indicative Table of Allocated Kilometres and Vehicles

v16 20150812

Milestones	Vehicle Type	TABLE 2A MyGTH Phase 1 Table of indicative accumulated allocation of Monthly Kilometres and Vehicles to Operators												TOTAL VEHICLES
		Company A				Company B				Company C				
		Peak Vehicles	Reserve Vehicles	Total Vehicles *	km*	Peak Vehicles	Reserve Vehicles	Total Vehicles *	km*	Peak Vehicles	Reserve Vehicles	Total Vehicles *	km*	
0	10m													
	10m turn	8	1	7	21 787	10	2	10	124 151	1		8	67 204	8
	12m airport	3	1	4	80 430							3	75 842	28
	4m													4
1	10m									8		8	69 204	8
	10m turn	1		1	3 361	10	2	10	124 151	3		3	4 314	22
	12m airport	4	1	1	81 820									5
	8m	72	7	79	213 112					8	1	9	35 166	19
	6m	10	2	18	60 665									18
2	10m									8		8	69 204	8
	10m turn	8		8	2 232	1		3	30 910	4		4	13 257	13
	12m airport	4	1	5	81 820									5
	8m	72	7	79	213 112	88	8	92	181 240	8	1	9	56 186	150
3	10m													
	10m turn	6		6	9 236					8		8	69 204	8
	12m airport	4	1	5	81 820	17	2	19	10 140	23	2	25	10 218	70
	8m	72	7	79	213 112									5
	6m	14	2	18	50 665	3	1	4	8 260					22
4	10m									8		8	69 204	8
	10m turn	8		8	9 236	17	2	19	10 140	23	2	25	10 218	70
	12m airport	4	1	5	81 820									5
	8m	72	7	79	213 112	70	7	80	267 280	18	3	21	66 192	182
	6m	19	2	19	60 665	6	1	6	10 428					24
5	10m					11	1	12	13 626	12	1	13	73 174	26
	10m turn	6		6	9 236	17	2	19	10 140	19	2	21	79 056	46
	12m airport	4	1	5	81 820									5
	8m	72	7	79	213 112	70	7	80	267 280	18	2	20	66 682	182
	6m	19	2	19	60 665	6	1	6	10 428					24
Phase II	10m					11	1	12	63 826	12	1	13	73 174	26
	10m turn	5		5	9 178	28	3	31	128 474	18	2	21	79 056	53
	12m airport	4	1	5	81 820									5
	8m	10	1	88	212 515	88	8	96	336 141	18	2	20	66 682	273
	6m	10	2	14	54 562	6	1	6	10 428					24
Total		496	19	117	355 383	155	14	147	813 450	49	8	54	218 267	319

* "Milestones" include tables and schedules of activity milestones that have been brought forward. * "Total Vehicles" includes peak and reserve vehicles, but in the same excludes Contingency Vehicles. * "km" column is calculated by multiplying the number of vehicles by the number of hours.

TABLE 2B: Company A Vehicle Allocation				
Vehicle Type	1st Shift	2nd Shift	How	Total
10 Meter				
12 Meter	10	7		17
8 Meter			88	88
6 Meter			10	10
Total	10	7	106	119

* The sum of 106 vehicles above covers 2 Reserve Contingency Buses that are carrying 10 drivers

TABLE 2C: Company B Vehicle Allocation				
Vehicle Type	1st Shift	2nd Shift	How	Total
10 Meter			12	12
12 Meter	10	9	2	21
8 Meter			23	23
6 Meter			6	6
Total	10	9	125	147

TABLE 2D: Company C Vehicle Allocation				
Vehicle Type	1st Shift	2nd Shift	How	Total
10 Meter	8		5	13
12 Meter	5	4	12	21
8 Meter			20	20
6 Meter			37	37
Total	13	4	54	64

TABLE 2E: Vehicle Contingency	
Vehicle Type	Vehicle Contingency
10 Meter	1
12 Meter	3
8 Meter	15
6 Meter	
TOTAL	25

NOTES:

1. The vehicle contingency is a provision for additional vehicles that may be required in future due to operational requirements, but are not initially required. It includes 2 Contingency Vehicles provisionally allocated by way of Table 2E.
2. The City reserves the right to allocate this contingency as required.
3. When the Contingency Vehicles are allocated, the City will reimburse the Operator as indicated in the body of the Agreement.
4. If the Operator agrees, the City may remove Vehicles that otherwise would be in the Reserve Fleet. If the Operator so agrees, it shall be subject to undertake all the scheduled with the parameters agreed with the City and will be subject to the relevant penalties if trips are missed.

Table 3: Provisions

Provisions	Total Amount
Vehicle Refurbishment	
New livery	
Due diligence	
Fuel management system AFS	
Interim regulators	
Driver Training	
Depot set up CAPEX	
ISO	

The maximum amounts payable for Vehicle Refurbishment per Vehicle type are:

18m
12m
9m

The Vehicle Refurbishment and new livery cost will be adjusted as determined by the formula below:

$$B_f = PPI(t)/PPI(o)$$

Where

$PPI(t)$ = the PPI for month t

$PPI(0)$ = the PPI for base month

The provision for interim regulators will be adjusted as determined by the formula below:

$$R = L(t)/L(o)$$

Where

$L(t)$ = 1+ percentage increase applicable to month t regarding hourly paid employees as agreed in SARPAC + the combined percentage increase in the previous years measured from the Commencement date

$$L(o) = 1$$

Table 4: Proportional weights for costs adjustment reflecting average weight of the different cost components across the Vehicle Operators as referred to in the Cost Adjustment Schedule, and as required elsewhere in the Contract.

FIXED COST

		Proportion	
	symbol	yr 1-5	yr 6-12
Not subject to adjustment	a	0.00%	0.00%
SARPBAC designated personnel	b	20.87%	20.87%
Non SARPBAC designated personnel	c	31.56%	31.56%
Electricity	d	1.93%	1.93%
other	e	45.64%	45.64%
Total		100.00%	100.00%

Utilities (Electricity & Water)		1.93%	1.93%
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VEHICLE-RELATED COSTS

		Proportion	
	symbol	yr 1-5	yr 6-12
Not subject to adjustment	f	0.00%	0.00%
SARPBAC designated personnel	g	59.64%	69.60%
Non SARPBAC designated personnel	h	9.56%	7.20%
other	j	30.80%	23.21%
Total		100.00%	100.00%

DRIVER-RELATED COSTS

		Proportion	
	symbol	yr 1-5	yr 6-12
SARPBAC	k	94.02%	94.02%
other	l	5.98%	5.98%
Total		100.00%	100.00%

KILOMETRE-RELATED COSTS

18m

		Proportion	
	symbol	yr 1-5	yr 6-12
fuel	m	56.94%	56.94%
tyres	n	6.37%	6.37%
other	p	36.69%	36.69%
Total		100.00%	100.00%

12m airport

		Proportion	
	symbol	yr 1-5	yr 6-12
fuel	q	47.82%	47.82%
tyres	r	4.31%	4.31%
other	s	47.87%	47.87%
Total		1.0000	1.0000

12m Other

		Proportion	
	symbol	yr 1-5	yr 6-12
fuel	q	53.57%	53.57%
tyres	r	3.60%	3.60%
other	s	42.83%	42.83%
Total		100.00%	100.00%

9m

		Proportion	
	symbol	yr 1-5	yr 6-12
fuel	t	79.41%	43.22%
tyres	u	5.41%	2.95%
other	v	15.17%	53.83%
Total		100.00%	100.00%

9m Vehicle Maintenance Years 6-12	Proportion of Kilometre-related Rate
Vehicle Maintenance	50.53%

6m

		Proportion	
	symbol	yr 1-5	
Cost not subject to adjustment	w		
fuel	y		
other	z		
Total			

Table 5: Payment during Events of Force Majeure

1. **Category A1:** Any official or unofficial strike, lockout, go-slow or other labour dispute relating to a matter of mutual interest between the Operator and any of its Employees and which constitutes an Event of Force Majeure (excluding Events of Force Majeure listed in Category A2, B and C).

Category A1			
Category A1 Time Period	Fixed Cost	Vehicle-related Cost	Driver-related Cost
0-14 Days	A=75%	B=57%	C=14%
>14 Days	A=40%	B=24%	C=0%

2. **Category A2:** An Event of Force Majeure which arises as a result of any gross negligence or wilful act or omission on the part of the Operator (excluding Events of Force Majeure listed in Category A1, B and C).

Category A2		
Fixed Cost	Vehicle-related Cost	Driver-related Cost
A=40%	B=24%	C=0%

3. **Category B:** Any official or unofficial strike, lockout, go-slow or other labour dispute affecting the scheduled bus industry generally or a significant sector of it (excluding Events of Force Majeure listed in Category A and C).

Category B		
Fixed Cost	Vehicle-related Cost	Driver-related Cost
A=80%	B=57%	C=14%

4. **Category C:** Any other Event of Force Majeure (excluding the Events of Force Majeure listed in Category A and B above).

Category C		
Fixed Cost	Vehicle-related Cost	Driver-related Cost
A=75%	B=75%	C=75%

The variables A, B and C in the formulae below shall have the values as indicated in the tables above with respect to either Category A1, Category A2, Category B or Category C as the case may be.

Daily payment for Services in relation to the number of days in the relevant Month affected by the Events of Force Majeure, is determined by the formulae below. For days in the Month not affected by the Event of Force Majeure, the standard costs and rates apply pro rata.

Payment for Services during Events of Force Majeure shall be determined by the formula:

5. Fixed Costs

$$\text{Fixed Costs/day} = [A\% \times Df] + [(100-A\%) \times Df \times Kf/Kp]$$

Where:

Df = Daily Fixed Costs and shall have the value: Monthly Fixed Costs divided by 30.4

Kf = the kilometres operated over the duration of the Event of Force Majeure

Kp = the kilometres which were scheduled to be operated over the equivalent period in the Month immediately preceding the Event of Force Majeure

6. Vehicle-related Rate

$$\text{Vehicle-related Cost} = [B\% \times Dv] + [(100-B\%) \times Dv \times Kf/Kp]$$

Where:

Dv = Daily Vehicle-related Costs calculated as follows: the Monthly Vehicle-related Rate for the Month prior to the Event of Force Majeure divided by 30.4.

Kf and **Kp** are defined as above.

7. Driver-related Cost

$$\text{Driver-related Cost} = [C\% \times Dd] + [(100-C\%) \times Dd \times Kf/Kp]$$

Where:

Dd = Daily Driver-related Costs, calculated as follows: the Monthly Driver-related Rate for the Month prior to the Event of Force Majeure divided by 30.4.

Kf and **Kp** are defined as above.

8. Kilometre-related Costs

These costs are charged in the usual manner, during an Event of Force Majeure, as far as the Operator operates Scheduled Kilometres.

Annexe A1

Event and Charter Services Payment Schedule

1. The payment for Event Services and Charter Services for the period from the Commencement Date until the Termination Date, per Vehicle, will be the aggregate of:

(a) A time-based cost of:

For a period on any day of less than four hours, a fixed price as provided in the Table below:	Week days	Saturday	Sundays and Public holidays
Fixed price up to 4 hours			

(b) PLUS for a period of more than 4 hours at a rate /hour on week days;

or / hour for Saturday;

/ hour for Sundays and Public Holidays.

(c) PLUS, regarding the actual distance travelled in providing the Service, the Kilometre-related Rate for the relevant Vehicle type.

2. The Operator shall be responsible for the management of Vehicle movements of its own Vehicles at its own cost, unless paragraph 3 applies.
3. If the City's Event Service or Charter Service transport plan requires additional management of the Vehicle movements, for example where a high number of Vehicles are planned to be used, the City may direct the Operator or Another Operator by way of Service Notice to perform the management of the Vehicle movements, in liaison with the SM Contractor if a Station is to be used in the service. Passenger management at the Stations shall be the responsibility of the SM Contractor, unless the Operator is required by the Service Notice to perform these functions.
4. Where the City has directed the Operator to manage Vehicle movements for a Charter Service and Event Service in terms of paragraph 3, the City may direct the Operator to submit a staffing plan, which shall be subject to the City's approval.
5. Regarding staff deployed in terms of an approved staffing plan, the following rates apply, irrespective to the day of the week:

- Event Transport Manager: [REDACTED]
- Mechanic: [REDACTED]
- Vehicle Controller / Dispatcher [REDACTED]
- Ambassador [REDACTED]
- Counter [REDACTED]

6. The rates referred to above will be adjusted as set out below:

- (a) Cost under paragraph 1 (a), 1 (b), mechanic, Vehicle controller/dispatcher, the rates above will be adjusted by the factor F as determined by the formula below:

$$F = L(t)/L(o)$$

Where:

$L(t)$ = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

$L(t)$ = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

$$L(o) = 1$$

subject to paragraph 6 of the Costs Adjustment Schedule.

- (b) Event transport manager, ambassador and counter

These rates will be adjusted by the factor E as determined by the formula below:

$$E = CPI(t)/CPI(o)$$

Where

$CPI(t)$ = the CPI for Month t

$CPI(o)$ = the CPI for the Base Month



(c) The relevant Kilometre-related Rate will be adjusted for the relevant Vehicle type in accordance with the Cost Adjustment Schedule



[Redacted]

Annexe B

Operational Specifications Schedule

Note: Due to the size of this Annexe, see separate file/disk accompanying the Agreement.

[Redacted]



Annexe C

Service Levels and Penalties Schedule

Note: Due to the format of this Annexe, the Service Levels and Penalties Schedule has been included on a separate file/disk accompanying the Agreement.



Service Levels and Penalties Schedule

Annexe C1

Penalty table

Version as at 2013/08/16 F

Grading of Penalties, per Service Category

Penalty Grade	Description
1 Minor	Affects reliability, system reputation and passenger convenience
2 Moderate	A compromise on service quality and system credibility
3 Major	Major event requiring urgent attention, threatens system integrity

Service Category	Penalty No.	Description of Infringement	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
1 Reliability		Reliability relates to the Operator's ability to operate the Services in accordance with the Routes, Schedules and Timetables as determined by the Operational Specifications Schedule. <i>Failure to adhere to the standard required of the Operator in relation to Reliability shall constitute a general infringement of this service level category.</i>		1	500		
	1.1	Specific Infringements Failure to advise the City (Control Centre or Authorised Representative) of any circumstances which have prevented or may prevent the provision of the Services (including Event Services) as required, within 30 minutes of becoming so aware	Operator or Driver advises the CC. Eg drivers did not report for duty or not available; Vehicles not available; operational reasons (eg congestion). Two days before the Penalty Meeting the Operator must advise the City which Trips did not operate.	1	500	>5 times pm	>15 times pm
	1.2	Failure to inform the City (Control Centre or Authorised Representative) within the prescribed time of a trip which failed to operate (missed Trip), in addition to penalty 2.1	Two days before the Penalty Meeting the Operator must advise the City which Trips did not operate.	2	1000	>10% of missed trips	>20% of missed trips
	1.3	Failure to inform the City that it has not complied with the Service Notice with respect to Events unless authorised to do so by the City's Authorised Representative	Two days before the Penalty Meeting the Operator must advise the City which Trips did not operate.	1	500	>10% of missed trips	>20% of missed trips
	1.4	Operating a Service with an incorrect or unauthorised Vehicle type	Different Vehicle type that in timetable / CC records	1	500	>3time pm	>10 times pm
	1.5	Operates along an unauthorised Route or portion of a Route as per route description, or operates outside service times	Deviation from Route description as per Agreement, as amended	2	1000	>3time pm	>10 times pm
	1.6	Failing to dispatch a replacement Vehicle due to a Vehicle breakdown within 30 minutes of the Control Centre advising the Operator of a breakdown, unless authorised by the Control Centre	Tracking showing that no replacement Vehicle that has been logged into the correct block has departed from Depot or Staging Area within the time period; or otherwise no record of Operator advising the CC of replacement fleet No, and of actual departure	1	500	2% of breakdowns	>5% of breakdowns
	1.7	Failure by a Driver to report breakdown of Vehicle to the Control Centre within 10 minutes of the breakdown	Audio record of report at CC; CC authority granted	1	500	>5 times pm	>10 times pm
	1.8	Driver / Operator leaving the Vehicle unattended without cause and authority, between 15 and 30 minutes.	Audio record of report at CC; CC authority granted. Absence of driver confirmed by statement / CCTV.	1	500	>2 times pm	>5 times pm
	1.10	Driver / Operator leaving the Vehicle unattended without cause and authority, for more than 30 minutes	Audio record of report at CC; CC authority granted. Absence of driver confirmed by statement / CCTV.	2	1000	>2 times pm	>5 times pm
	1.11	Failure to implement the instructions of the Control Centre	Compare instruction with action.	1	500	>5 times pm	>15 times pm
	1.12	Stopping at an undesignated stop to pick up or set down passengers, or within 20 metres of a Stop if the bus stop is obstructed	Measured through complaints / CCTV monitoring. Compare actual stop with designated stops	1	500	>5 times pm	>15 times pm

Service Category	Penalty No.	Description of Infraction	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	1.13	Failure to stop at a designated (unopstructed) Stop to pick up a passenger or to set down a passenger wishing to disembark at a designated Stop	Measured through complaints / CCTV monitoring. Compare actual stop with designated stops	1	500	>5 times pm	>15 times pm
	1.14	Failing to transport a passenger unless the passenger does not or would not comply with the MyCITI Rules	Measured through complaints / CCTV monitoring. Compare actual stop with designated stops	2	1000	>5 times pm	>10 times pm
2 Punctuality		Punctuality relates to the Operator's ability to operate on time. It is measured in terms of the number of on time departures from selected Timing Points (any Station or Stop may from time to time be designated as a Timing Point). Failure to adhere to the standard required of the Operator in relation to Punctuality shall constitute a general infraction of this service level category. Note: Trips for Events are not considered "Scheduled Trips".					
	2.1	Specific Infractions Failure to operate or complete a scheduled Trip (missed Trip) without prior authorisation from the City. Where a Vehicle leaves from the first loading point of a block 10:00 minutes or more after the scheduled time for a Trip, such Trip will be deemed to have been missed. Control Centre to advise where Vehicle should join set timetable. Trips missed / not operated will not be paid for. Departing more than 5:00 minutes late from a timing point on a dedicated bus lane or at a starting point on Routes in mixed traffic (lateness at subsequent timing points not penalised, except if late by an additional margin as per penalty 2.2 or 2.3)	CC report / monitoring report / CCTV record / AFC reports.	3	2000	>2% of scheduled trips	>5% of scheduled trips
	2.2	Departing more than 5:00 minutes late from a timing point on a dedicated bus lane or at a starting point on Routes in mixed traffic (lateness at subsequent timing points not penalised, except if late by an additional margin as per penalty 2.2 or 2.3)	CC report / monitoring report / CCTV record / AFC reports.	1	500	>3% of scheduled trips	>3% of scheduled trips
	2.3	Departing more than 10:00 minutes late from a Timing Point (lateness at subsequent Timing Points not penalised, except if late by an additional margin as per penalty 2.2 or 2.3). Similar to penalty 2.1, Trip deemed missed and Vehicle to join timetable as directed by Control Centre. Trips missed / not operated will not be paid for.	CC report / monitoring report / CCTV record / AFC reports.	2	1000	>1.5% of scheduled trips	>4% of scheduled trips
	2.4	Departing prior to time specified in the Timetable from Timing Points (departing early by any margin)	CC report / monitoring report / CCTV record / AFC reports.	3	2000	2% of scheduled trips	>5% of scheduled trips
3 Employee Quality		Employee Quality relates to the attitude of Employees towards passengers, road users, other MyCITI staff and consultants and the general public. Failure to adhere to the standard required of the Operator in relation to Employee Quality shall constitute a general infraction of this service level category.					
	3.1	Specific Infractions Employee fails to wear the full prescribed Uniform (regarding all Employees who are required to wear uniforms, not only Drivers)	Monitoring report	1	500	5 incidents or more	15 incidents or more
	3.2	Failure by Employee to carry their MyCITI Identification (regarding all Employees who are required to wear uniforms, not only Drivers)	Monitoring report	1	500	5 incidents or more	15 incidents or more
	3.3	Failure by Driver to carry a valid driver's license and /or PRDP, where the Driver has such a document, but does not have it in his / her possession	Monitoring report	1	500	5 incidents or more	15 incidents or more
	3.4	Employee uses unauthorised music / electronic equipment (e.g. iPods, cell phones etc.) in the Vehicle while on a Scheduled Trip, including Event Services, or charges such equipment at a Station where visible to the public	Monitor's report; CCTV.	1	500	5 incidents or more	15 incidents or more
	3.5	Employee uses rude and abusive or threatening language or behaviour while in any place or in MyCITI Uniform or otherwise associated with MyCITI Services or while on duty	Written statement from complainant	2	2000	5 incidents or more	10 incidents or more
	3.6	Employee makes sexually suggestive comments and / or gestures towards any person while in a public place and while in MyCITI uniform or while otherwise associated with MyCITI services	Written statement from complainant	2	2000	5 incidents or more	10 incidents or more
	3.7	Employee stops or docks in a manner which makes passenger access into or outside of bus difficult provided that the stop is not obstructed.	Customer complaints; CCTV.	1	500	5 incidents or more	10 incidents or more

Service Category	Incident Number	Description of Infringement	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	3.8	Failure to report to the City on any disciplinary enquiry and the status thereof, within 3 Business Days, where requested to do so	Receipt of report	1	500	5 incidents or more	15 incidents or more
	3.9	Employee fails to comply with MyCITI Rules	Monitor's report / CCTV	2	2000	5 incidents or more	15 incidents or more
	3.10	Employee negligently or intentionally causes damage to a Station, Stop, or other MyCITI Infrastructure or equipment	Monitor's report / CCTV / statement for witness	3	4000	5 incidents or more	15 incidents or more
	3.11	Failure to advise the City of damage done by the Operator to Station, Stop, or other MyCITI Infrastructure or equipment within 24 hours	Monitor's report / CCTV / statement for witness	2	2000	5 incidents or more	15 incidents or more
	3.12	Failure to allow persons authorised by the City's Authorised Representative access to a Depot or Staging Area as provided for in Contract	Report by authorised person	3	4000	5 incidents or more	15 incidents or more
	3.13	Failure to allow persons authorised by the City's Authorised Representative access to a Vehicle located outside the Depot or Staging Area at any time for monitoring or enforcement purposes	Report by authorised person	2	2000	5 incidents or more	15 incidents or more
	3.14	Failure to agree to an appointment at a time within a period of 24 hours of a written request, to allow persons authorised by the City's Authorised Representative access to a specified Vehicle at a Depot or Staging Area for purposes of work on the Vehicle, or to provide access to the Vehicle at such time and place as had been agreed between the Parties	Report by authorised person	3	4000	5 incidents or more	15 incidents or more
	3.15	Employee physically abuses any person while on duty while otherwise associated with MyCITI Services	Customer complaints and supportive evidence	3	4000	5 incidents or more	10 incidents or more
4 Vehicle quality		Vehicle Quality measures the Operator's ability to maintain and operate the Vehicles as required by the Agreement. <i>Failure to adhere to the standard required of the Operator in relation to Vehicle Quality shall constitute a general infringement of this service level category.</i>		1	500		
	4.1	Specific Infringements Applying a decoration, decorative article /religious figure or symbol or non-functional material inside or outside the Vehicle, not originally installed by the manufacturer of the body or chassis without prior authorisation of the City	Monitoring report	1	500	>1 time pm	>3 times pm
	4.2	Placing any advertising material/posters/stickers/newspapers or similar items on the interior, exterior and/or windows of a Vehicle without the prior authorisation of the City	Monitoring report	1	500	>1 time pm	>3 times pm
	4.3	Failure to issue a weekly report of cleaning of Vehicles within two days of the Week ending, showing all peak Vehicles required for that day have been cleaned to a standard as set by Protocol, per Vehicle not shown as cleaned	Non-receipt of report, or report not showing required number of vehicles cleaned	1	500	>1 time pm	>3 times pm
	4.4	Failure to issue a weekly report of deep cleaning of Vehicle within two Days of the Week ending, showing all Peak Vehicles required for the following week have been deep cleaned to a standard as set by Protocol, per Vehicle not shown as cleaned	Non-receipt of report, or report not showing required number of vehicles cleaned	1	500	>1 time pm	>3 times pm
	4.5	Failure to issue a monthly report of fumigation within two Days of the Month ending showing that all Vehicles required for the following Month have been fumigated to a standard as set by Protocol, per Vehicle not shown as fumigated	Non-receipt of report, or report not showing required number of vehicles cleaned	1	500	>1 time pm	>3 times pm
	4.6	* Operating a Vehicle with excessive levels of noise, measured against standards as may be set by Protocol	Report by artisan	1	500	5 incidents or more	15 incidents or more
	4.7	* Operating a Vehicle with broken / loose / missing hand or roof grab rails	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.8	* Operating a Vehicle with loose or broken floor strips	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.9	* Operating a Vehicle with a seat which is torn or cut more than 1cm in length, or with defective or damaged seating	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.10	* Operating a Vehicle with missing or torn passenger information posters/stickers	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.11	* Operating a Vehicle with a defective or incorrectly set electronic destination display	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.12	* Operating a vehicle with visible dents or damage, when leaving Depot or not repaired within 5 Days	Monitoring report	2	1000	5 incidents or more	15 incidents or more

Service Category	Penalty No.	Description of Infringement	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	4.13	Altering the paintwork or visual appearance of the Vehicles unless directed to do so by the City in writing	Monitoring report	2	1000	5 incidents or more	15 incidents or more
	4.14	Failure to comply with any provision or action of Part G ("Maintenance of Vehicles") of the Agreement within the time frame reasonably required	Report by artisan	2	1000	5 incidents or more	15 incidents or more
	4.15	* Operating a Vehicle with broken / missing mirrors	Monitoring report	2	1000	5 incidents or more	15 incidents or more
	4.16	* Operating a Vehicle with oil leak, coolant leak or water leak which are not compliant with COF standards	Report by artisan	2	1000	5 incidents or more	15 incidents or more
	4.17	* Operating a Vehicle with defective restraints for wheelchairs or seat parts where applicable	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.18	* Operating a Vehicle with defective windshield wipers	Monitoring report	2	1000	5 incidents or more	15 incidents or more
	4.19	* Operating a Vehicle with visible body putty and / or unpainted body panels on the interior or exterior	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.20	Parking, staging or holding of Vehicle in unauthorised locations	Monitoring report / CCTV / tracking report	1	500	5 incidents or more	15 incidents or more
	4.21	Polarizing, totally or partially any windows of a Vehicle without authority	Monitoring report	2	1000	5 incidents or more	15 incidents or more
	4.22	Operating a Vehicle without Vehicle body panels on the interior or exterior of a Vehicle	Monitoring report	2	1000	5 incidents or more	15 incidents or more
	4.23	Repair to Vehicle's Major Components by a person or service provider who has not been approved by the City	Report by artisan	2	1000	5 incidents or more	15 incidents or more
	4.24	Failure to keep proper Vehicle maintenance records required by the Agreement or failures to present them on request to the City's Authorised Representative within two weeks or a shorter period as may be agreed, per Vehicle	Report by artisan	2	1000	5 incidents or more	15 incidents or more
	4.25	* Operating a Vehicle with defective or malfunctioning headlights, rear lights, brake lights, indicators, or	Monitoring report	3	2000	5 incidents or more	15 incidents or more
	4.26	* Operating a Vehicle with broken or cracked glass covering headlights, rear lights, brake lights, indicators and/or parking lights	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.27	* Operating a Vehicle with defective or malfunctioning interior light	Monitoring report	1	500	5 incidents or more	15 incidents or more
	4.28	* Any other items listed in the Technical Inspection Sheet in Annex C2 or the Standards applicable to technical infringements in Annex C3	Monitoring report	1	500	5 incidents or more	15 incidents or more
5 Safety		<i>Safety relates to the Operator's ability to provide a safe Service. Failure to adhere to the standard required of the Operator in relation to Safety shall constitute a general infringement of this service level category.</i>		1	500		
	5.1	Specific Infringements Failure to inform the Control Centre within 5 minutes of becoming aware of the existence of a hazard to passengers on the Vehicle, or in the interaction between the Vehicle and the Station or Vehicle and Stop	Monitoring report, CCTV	2	1000	5 incidents or more	15 incidents or more
	5.2	Failure to provide approved levels of security services at a Depot and / or Staging Area, per Depot or Staging Area per day	Deviation from approval	3	4000	5 incidents or more	15 incidents or more
	5.3	Operating a Vehicle with malfunctioning on-board equipment (e.g. fare collection and validation equipment, APTMS or radio communication and announcement equipment), except in compliance with a Protocol or as authorised by the Control Centre	AFC records	2	1000	5 incidents or more	15 incidents or more
	5.4	* Vehicle operates with fire extinguisher missing or beyond service data	Monitoring report, CCTV	2	1000	5 incidents or more	15 incidents or more
	5.5	* Vehicle operates without the prescribed safety equipment (including a triangle)	Monitoring report, CCTV	1	500	5 incidents or more	15 incidents or more
	5.6	* Operating a Vehicle with malfunctioning Vehicle door and / or emergency exit	Monitoring report, CCTV	2	1000	5 incidents or more	15 incidents or more

Service Category	Penalty No.	Description of Infringement	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	5.7	Initiation of the Vehicle and Station doors closing sequence when not safe to do so	Monitoring report, CCTV	2	1000	5 incidents or more	15 incidents or more
	5.8	* Operating a Vehicle with broken / damaged windscreen affecting Driver's vision	Monitoring report, CCTV	2.5	2000	15 incidents or more	15 incidents or more
	5.9	* Operating a Vehicle with broken / damaged windows other than windscreen, or operating a Vehicle with defective windscreen in ways other than as referred to 5.8	Monitoring report, CCTV	2	1000	15 incidents or more	15 incidents or more
	5.10	Carrying of weapons by Employees, except authorised security personnel, who may carry authorised weapons	Monitoring report, CCTV	3	4000	15 incidents or more	10 incidents or more
	5.11	* Operating a Vehicle with an open door or a door that does not close properly	Monitoring report, CCTV	2.5	2000	5 incidents or more	15 incidents or more
6 Revenue Protection		Revenue Protection relates to the Operator's commitment to implement fare evasion procedures and its ability to ensure that every passenger boarding the Vehicle has tendered the correct fare, or has boarded from a Station where access control is conducted by Other MyCITI Contractors. In the latter case the Operator is generally not responsible for access control. <i>Failure to adhere to the standard required of the Operator in relation to Revenue Protection shall constitute a general infringement of this service level category.</i>					
	6.1	Specific Infringements Driver fails to operate the automatic fare collection equipment or Control Centre equipment correctly as directed by Protocol	Monitoring report, CCTV, AFC equipment	2	1000	5 incidents or more	15 incidents or more
	6.2	Driver intentionally permits a passenger to board a Vehicle without validating their ticket, where Protocol requires such validation	Monitoring report, CCTV, AFC equipment	3	2000	5 incidents or more	15 incidents or more
	6.3	Failure to take the appropriate steps required access control regarding passengers, as set out in a Protocol (other than at a Station, unless required in a Protocol)	Monitoring report, CCTV, AFC equipment	2	1000	5 incidents or more	10 incidents or more
7 Compliance		Compliance relates to the Operator's ability to comply with the administration of the Agreement and/or with instructions given by the City's Authorised Representative <i>Failure to adhere to the standard required of the Operator in relation to Compliance shall constitute a general infringement of this service level category.</i>					
	7.1	Specific Infringements Failure by a Driver or the Operator to report an act of vandalism or damage to Stops within 6 hours, where damage is clearly visible to a Driver	Monitoring reports	1	500	5 incidents or more	15 incidents or more
	7.2	Failure to respond to customer complaints directed to the Operator by the City within 3 Business Days of receipt of a copy of the complaint from the City, and to give regular feedback until the matter is resolved	Transport Information Centre records	2	1000	>10 times per month	>20 times per month
	7.3	Failure to provide information or report as required by the Agreement to the City's Authorised Representative within the required time period as specified in the Agreement, or within a week if not specified unless otherwise agreed by the Parties	Non-compliance with request	2	1000	> 5 times per month	>10 times per month
	7.4	Failure to dispose of grease, contents of grease traps and used motor vehicle oil and other waste as required by Applicable Law and/or Protocol	Monitoring reports	3	3000	> 5 times per month	>10 times per month
	7.5	Use of the exclusive bus lane by any vehicle (other than a MyCITI bus) belonging to or operated by the Operator, without the required permit	CCTV	2	1000	> 5 times per month	>10 times per month
	7.6	Failure by Driver to report an accident to the Control Centre within 10 minutes of the accident involving a Vehicle operated by the Operator, provided the Driver is not incapacitated by the accident	Tracking, CCTV	3	3000	> 5 times per month	>10 times per month
	7.7	Failure to deliver a written report containing details of an accident including the Operator's analysis of the cause and circumstances of the accident and a SAPS case number within 3 Business Days of the occurrence of the incident to the City	Non-compliance with this requirement	3	3000	>1 time pm	>3 times pm
	7.8	Failure to report an incident of crime in the MyCITI system that an Employee is aware of to a MyCITI security guard or police officer or the Control Centre within 10 minutes of the occurrence of such incident	Non-compliance with this requirement	2	1000	> 5 times per month	>10 times per month

Service Category	Penalty No.	Description of Infraction	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	7.10	Failure to attend an agreed or scheduled meeting as requested by the City's Authorised Representative	Non-attendance of meeting	3	3000	>1 time pm	>3 times pm
	7.11	Failing to meet at least Euro 4 emissions standards (excluding 6m Vehicles) due to inadequate maintenance (where Vehicles are maintained by or on behalf of the Operator), as may be further elaborated through Protocols	Qualified technician report	3	3000	1.5% of buses	>3% of buses
	7.12	Failure to comply with the Occupational Health and Safety Act within a period set out in a notice, after such notice has been issued by the City	OHS Inspection	3	3000	>10 times per month	>20 times per month
	7.13	Failure to comply with applicable legislation and / or bylaws (other than those listed above), as a contractual penalty over an above the fine or sanction applicable under the relevant legislation	Monitoring reports, CCTV	2	1000	No increase	
	7.14	Failure to adhere to Service Notices, Protocols and / or instructions from the City's Authorised Representative in terms of the Agreement within the required time period as specified in the Agreement, or within a Week if not specified, unless otherwise agreed between the Parties	Monitoring reports, CCTV	3	3000	> 5 times per month	>10 times per month
	7.15	Failure to provide audited financial statements within 180 Days after each relevant financial year (or such longer period as agreed to by the South African Revenue Service), per day late	Non-compliance with this requirement	2	1000	> 30 days	> 60 days
8 Major Infractions		Major Infractions relate to conduct which adversely impacts on the continued provision of the Services or adversely affects the safety and/or quality of the Services. <i>Failure to adhere to the standard required of the Operator in relation to Major Infractions shall constitute a general infraction of this service level category.</i>		1	2000		
	8.1	Specific penalties Operator investigating a false complaint by a member of the public against Another Operator	Witness reports and other evidence	3	10000	>1 time pm	>3 times pm
	8.2	Operator issuing a defective report to the City, which is factually incorrect or false in any respect	Statements, Forensic reports, audit reports, other	3	10000	>1 time pm	>3 times pm
	8.3	Special hire or the provision of transport services without authority	Tracked trips without authority	3	10000	>1 time pm	>3 times pm
	8.4	Employee fails to log on to the on-board driver display module with their correct PIN and / or fails to operate the driver display module correctly and or fails to enter the correct route and or scheduled block number	Report from Control Centre	2	4000	1.5% of buses	>3% of buses
	8.5	Operating a Vehicle with the engine warning lights on, where manufacturer's recommendation is not to do so	Report from vehicle manufacturer	2	4000	>1 time pm	>3 times pm
	8.6	Operating a Vehicle with tyres which are not compliant with the Certificate of Fitness standards (per Vehicle)	Monitoring report, technical inspection, report from artisan	2	4000	>1 time pm	>3 times pm
	8.7	Operating a Vehicle in contravention of a prohibition on the operation of such Vehicle, issued by the City in terms of the Agreement, or in contravention with a law or Protocol	Monitoring reports, CCTV, Tracking Info	2	4000	>1 time pm	>3 times pm
9 Serious Infractions		Serious Infractions relate to conduct which affect the safety of the service to a serious degree.					
	9.1	Specific penalties Operating a Vehicle without a valid Certificate of Fitness (per Vehicle per day)	No COF displayed on vehicle	2	4000	> 5 vehicles	> 10 vehicles
	9.2	Failure to maintain valid Operating Licence (per Vehicle per day)	No valid operating license displayed	1	2000	No increase	
	9.3	Operating a Vehicle which is not roadworthy (per Vehicle per day), regarding any item listed in the Technical Inspection Sheet in Annex C2, as a Type C infringement, or has failed a roadworthy test or failing to make available a Vehicle for a technical inspection in the ready line as required in the applicable technical inspection schedule	Technical report, monitoring report (where technical input not required), failure of roadworthy test	1	2000		
	9.4	Driver operating a Vehicle without the required driver's licence and/or valid PrDP (failure to carry drivers licence or PrDP not to be penalised through this penalty - rather through 7.13)	Monitoring reports	3	10000		
	9.5	* Operating a Vehicle with defective brakes.	Failure to submit brake testing report every 5000kms showing condition of brakes, or failing technical inspection of brake system	3	10000		

Service Category	Penalty No.	Description of Infringement	Examples of how it will be measured	Grade	Penalty per Occurrence (Rand)	1st threshold	2nd threshold
	9.6	Employee is under the influence of alcohol or drugs.	Quality breathalyser, or otherwise sufficient evidence	2	4000	As per Clause	As per Clause
	9.7	Employee fails or refuses to take a drug or alcohol test including testing by means of a breathalyser.	Report of person: administering test	2	4000	As per Clause	As per Clause

Terms and conditions applicable to this Service Levels and Penalties Schedule:

- The general infringements listed at the start of each service level category shall apply in as far as the relevant standard is set explicitly or by implication in the Agreement.
- The City shall be entitled to impose Penalties unless the Operator proves that non-compliance is entirely due to factors beyond its control and/or the control of its Employees
- Each Penalty listed in the Service Levels and Penalties Schedule shall be imposed per occurrence, per Vehicle and/or per person, as the case may be, unless otherwise specified.
- Where an infringement attracts more than one Penalty, the City shall determine at the time of issue of the Penalty Notice, which Penalty shall apply taking into account the nature and severity of the particular infringement. Only one Penalty shall apply in respect of an infringement, unless an Incident involves clearly different actions or the contrary is specified elsewhere in this Service Levels and Penalties Schedule. Where one of the potentially applicable Penalties is a Serious Infringement, the infringement would automatically be considered a Serious Infringement.
- Defect Notice
 - Subject to 6 below, the City may issue a Defect Notice to the Operator regarding a defect in a Vehicle observed at any time other than when a Vehicle leaves a Depot or Staging Area for a Trip.
 - The Operator shall have 72 hours from receipt of the Defect Notice to correct such defect (the "Rectification Period") and to deliver a report of such correction to the City in the form specified by the City ("Defect Correction Report"). Where an Operator shows that a replacement part is unusual, and where the Operator or Vehicle Supplier could not have been expected to keep stock of such part, the rectification period shall be extended for a reasonable period as may be required to obtain the relevant part. During the Rectification Period, the Operator may use the relevant Vehicle to provide the Services, subject to the provisions of the Defect Notice, without incurring a Penalty for the defect recorded in the Defect Notice. A Defect Notice may allow the use of a Vehicle by the Operator despite such Vehicle having been found to be defective or may require the Operator to discontinue Operating a Vehicle.
 - The City may in its sole discretion extend the Rectification Period if it is satisfied that the Operator requires such extension.
 - Should the City elect to extend the Rectification Period, the Operator shall inform the City by delivery of a Defect Correction Report, once the defect recorded in the Defect Notice has been repaired and the time period for the delivery of the Defect Correction Report shall similarly have been extended.
 - Should the Operator fail to remedy the defect identified in the Defect Notice and/or fail to deliver a Defect Correction Report to the City as required by this clause 5, the relevant Penalty Notice in respect of the initial infringement may be issued with immediate effect per Vehicle, per day, that the Relevant Vehicle continues to operate until the receipt of a Defect Correction Report by the City. In the event that the Operator delivers a Defect Correction Report to the City in respect of a defect which the Operator has failed to repair, in addition, the City shall be entitled to issue a Penalty Notice which relates to the Infringement of the Operator's reporting obligations as required under the Agreement.
- The following types of infringements shall not be subject to the provisions of clause 5 above:
 - A Penalty Notice shall be issued in respect of defects to a Vehicle immediately, if such defective Vehicle exits the vehicular access gate to a Depot or Staging Area with the intention of being used to provide the Services.
 - Penalties which relate to defects in a Vehicle which may or may not have existed at the time of such Vehicle leaving the Depot or Staging Area which impacts the safety of passengers and the public and which the Driver should reasonably have been aware, shall be imposed immediately unless the Control Centre has authorised the Driver to continue the Trip.
 - Penalties which relate to defects in a Vehicle which may or may not have existed at the time of such Vehicle leaving the Depot or Staging Area which prevents the proper functioning of the APTMS and automatic fare collection systems and which the Driver should reasonably have been aware of, shall be imposed immediately unless the Control Centre has authorised the Driver to continue with the Trip.

The Penalty amounts shall be escalated on an annual basis in accordance with the escalation formula for the Kilometre-related Rate as applicable to 12m Vehicles (Other routes).

For the purposes of this Service Levels and Penalties Schedule -

Operating a Vehicle shall mean utilising a Vehicle for the provision of a scheduled Service.

"authority" shall mean authority to be obtained from the Control Centre.

"CC" shall mean the Control Centre.

Regarding a "monitoring report" referred to in the column headed "Examples of how it will be measured", the ability to prove the infringement will be enhanced if the Employee has signed a receipt of an Infringement slip, or if the monitor / City's Authorised Representative records that an Employee refused to sign an infringement slip issued to such Employee for purposes of acknowledging receipt thereof.

CoCT VEHICLE TECHNICAL INSPECTION SHEET										Annexe C2	
OPERATOR:					DATE:					Time:	
FLEET NUMBER:					MAKE & MODEL:						
REGISTRATION NUMBER:					LICENCE / C.O.F. EXPIRY DATE:						
Where inspection occurred:											
SIGNATURE OF TESTER:					SIGNATURE OF OPERATOR:						
A = report only; B = Fix before use (Depot / Staging Area) or repair within 3 days if inspected while operational (see terms & conditions to Annexe C1); Roadworthy-related items; D = Serious Infringements (Safety: immediate penalty)											
FRONT EXTERIOR		Type	REMARKS			REAR EXTERIOR		Type	REMARKS		
Front Bumper Condition	A B					Rear Bumper Condition	A B				
Grill & Hinges	A B					Tail Lights (No. 36)	A B C				
Front Body & Dome	A B					Stop Lights (No. 36)	A B C				
Head Lights (No. 32)	A B C					Number Plate Light	A B				
Park Lights (No. 32)	A B					Indicator / Hazard Lights (No. 36)	A B C				
Indicator / Hazard Lights (No. 32)	A B C					Marker Lights	A B				
Marker Lights	A B					Rear Window Condition (No. 39)	A B				
Wiper & Wiper Blade Condition	A B					Rubber Beadings	A B				
Front Windcreens (No. 6)	A B C					Body Panels Loose	A B				
Rubber Beadings	A B					Accident Damage	A B				
Number Plate Secure (SABS)	A B					Chevron / Reflectors (No. 27)	A B C				
Body Panels loose	A B					LEFT HAND SIDE EXTERIOR					
Accident Damage	A B					REMARKS					
DRIVERS CAB INTERIOR			REMARKS			Mirror Secure / Cracked (No. 6)			A B C		
Driver's Door / Air Vent (No. 37)			A B C				Passenger Door (No. 7)			A B C	
Manufacturer's Data Plate (Reg 245)			A B				Luggage Compartment Condition			A B	
Drivers Seat (No. 38)			A B C				Windows Condition (No. 38)			A B C	
Function of All Gauges			A B				Rubber Beadings / Frames			A B	
Switch Function - Park / Head Lights			A B				Fuel Cap Firmly Closed / Sealed			A B	
Switch Function - Indicators / Hazards			A B				Body Panels Loose			A B	
Bus Hooter			A B				Accident Damage			A B	
Low Pressure Buzzer / Warning Light-							BODY / SALOON INTERIOR				
- (Regulation 156) (No. 19)			A B C				REMARKS				
Max. Air Pressure (8.1Bar) (No. 20)			A B C				Passenger Steps Condition (No. 34)			A B C	
Fire Extinguisher Validity (No. 29)			A B C				Handrails (Steps & Saloon)			A B	
Fire Extinguisher Bracket			A B				Passenger Step Light			A B	
Emergency Triangle (No. 29)			A B C				Bonnet Catches / Engine Cover Seals			A B	
Interior Mirror			A B				Engine Cover Seals			A B	
Gear Lever / Linkage / Boot			A B				Seated and Standing Passengers				
Steering Wheel Play (No. 18)			A B C				- Clearly displayed (No. 30)			A B	
Sun Visor			A B				Passenger Seats & Frames			A B	
RIGHT HAND SIDE EXTERIOR			REMARKS			Luggage Rack Condition			A B		
Mirror Secure or not Cracked (No. 6)			A B C				Ceiling Panels			A B	
Luggage Compartment Condition			A B				Electrical Wiring & Wire Cover			A B	
Windows Condition (No. 38)			A B C				Dust / Water Proofing			A B	
Rubber Beadings / Frames			A B				Emergency Exit & Stickers (No. 28)			A B C	
Body Panels loose			A B				Floors & Floor Cover			A B	
Accident Damage			A B				Saloon Lights Function			A B	
							Passenger Bell			A B	
							Trap Door			A B	
> > > UNDER BODY / TECHNICAL < < <											
BRAKE SYSTEM:			REMARKS			OTHER CONTINUE:-			REMARKS		
Air Leaks (No. 21)			A B C D				Front Tyres Condition (No. 1 - 5)			A B C	
Brake Linings (No. 22)			A B C D				Front Axle (No. 33)			A B C	
Brake Adjusters (No. 23)			A B C D				Front Shockabsorbers (No. 17)			A B C	
Exhaust Brake (No. 24)			A B C D				Front Springs Condition (No. 8)			A B C	
Hand Brake (No. 25)			A B C D				Engine Mountings (No. 40)			A B C	
Retarder (If Fitted) (No. 26)			A B C D				Gearbox Mountings (No. 40)			A B C	
STEERING:-			REMARKS			Exhaust Mountings			A B		
Steering Drag Link (No. 14)			A B C				Exhaust Down / Intermediate / Tail Pipe			A B	
Steering Tie Rod Ends (No. 14)			A B C				Exhaust Silencer			A B	
Steering Box Oil Leak (No. 35)			A B C				Engine Oil Leaks (No. 35)			A B C	
Steering Hydraulic Pipes (No. 15)			A B C				Water Leaks (Cooling) (No. 35)			A B C	
Steering Wheel Stops (No. 16)			A B C				Gearbox Oil Leak (No. 35)			A B C	
OTHER:-			REMARKS			Rear Axle Oil Leak (No. 35)			A B C		
Torsion Bar Condition			A B				Fuel Leaks (No. 35)			A B C	
Air Compressor (Pumping Oil, Etc)			A B C				Fuel Tank Straps / Brackets			A B	
Air Tanks Loose / Drain			A B				Rear Tyres Condition (No. 1 - 5)			A B C	
Air / Fuel Piping Secured / Condition			A B				Rear Shockabsorbers (No. 17)			A B C	
Electrical Wiring & Wiring Looms			A B C				Rear Springs Condition (No. 8)			A B C	
Chassis and / or Cross Members							"U" Bolts (All Axles) (No. 9)			A B C	
- Cracked / Broken (No. 31)			A B C				Shackle Pins and Bushes (No. 11)			A B C	
Propshaft Hangers / Universal							Spring Brackets (No. 12)			A B C	
- Joints / Flanges (No. 10)			A B C				Spring Hangers (No. 13)			A B C	

SUMMARY NOTES

Full explanation of the standards applicable to technical infringements is given in Annexe C3

1. Reject if cross-ply and radial tyres are mixed.
2. Reject if casings are damaged in any way.
3. Reject if tread depth is less than 3 mm on any one tyre.
4. Reject if tyres are not correctly sized or correct carrying capacity.
5. Reject if tyres are under inflated by more than 10%.
6. Reject if badly chipped / cracked within driver's vision.
7. Reject if door mechanism faulty.
8. Reject if spring has broken blades, broken centre bolts or not as per ALB Plate
9. Reject if "U" Bolts loose or broken.
10. Reject if bolts loose / broken, worn centre bearing or worn universal joints.
11. Reject if wear exceeds 5% of pin diameter.
12. Reject if fractured or worn.
13. Reject if fractured or wear exceeds 4 mm.
14. Reject if play exceeds 1 mm. (Side Play)
15. Reject if chaffing or not correctly clamped.
16. Reject if missing or not correctly adjusted.
17. Reject if mountings worn / loose or leaking oil.
18. Reject if steering wheel play exceeds 10% of steering wheel diameter or Manufacturer's wear limits.
19. Reject if warning devices do not function when air pressure is below 4.1 Bar.
20. Reject if below 7.3 Bar.
21. Apply foot brake fully, hold down, observe gauges if pressure drops more than 10% in 3 minutes or if air leaks are audible.
22. Reject if one or more wheels are worn below low wear indicator.
23. Reject if clearance between brake drum and lining exceeds 1 mm.
24. Reject if not working.
25. Reject if hand brake not effective.
26. Reject if mounting bolts loose and excessive bearing play.
27. Chevrons must conform to SABS 1329.
28. Glass must conform to Regulation 202C.
29. Fire Extinguishers and Triangles must conform to Regulations 214 & 260.
30. Information displayed in bus must correspond with Licence disc. (Reg. 252)
31. Reject if serious Chassis / Cross Member cracks occur; repairs are to be carried out to Manufacturer's Specifications.
32. Reject if high or low beam does not work on either head light, any indicator / hazard light does not work, lenses are missing / broken and / or clouded / discoloured.
33. Reject if axle is cracked, welded or king pin wear exceeds 6 mm measured at the outer diameter of the wheel, or if wheel bearing play exceeds 0.25 mm.
34. Reject if support structure is cracked or damaged, if steps are badly rusted or if there are jagged edges which may cause injury.
35. Reject if any unit drips oil, fuel or water while carrying out the inspection.
36. Reject if any stop light, tail light or indicator / hazard light does not work, lenses are missing / broken or clouded / discoloured.
37. Reject if driver's door lock does not work correctly from inside or outside.
38. Reject if driver's seat is loose or badly worn to the degree that it may be responsible for the driver losing control.
39. Reject if any window pane, or transparent partition is not in a sound, unbroken and clear condition.
40. Reject if any Engine and / or gearbox Mounting is broken or unsafe.

Note: If Operator rep refuses to sign or is not available, this must be recorded.

REMARKS (Overflow of remarks from previous page & remarks on 18m Traller Section)	
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[illegible]

Invoice

Official letterhead of Operator

Tax Invoice

Company Name:
Address:
Vendor Number:
VAT Number (if any):
Contact name:
Contact tel number:
Contact email address:

City of Cape Town Accounts
Payable Private Bag 95
Bellville 7535

VAT Reg No: 4500153457
Purchase Order No (if any):
Invoice Number:
Period of Invoice

From: To:

1. Scheduled

	Contract id no.	Base rate	Monthly adjustments	Month rate	Quantity	Cost
(a) Road rent					3	0
(b) Vendor related					0	0
(c) Driver related					0	0
(d) Admin related					0	0
(e) 10th					0	0
(f) 10th					0	0
(g) 10th					0	0
(h) 10th					0	0
(i) 10th					0	0
(j) 10th					0	0
(k) 10th					0	0
(l) 10th					0	0
(m) 10th					0	0
(n) 10th					0	0
(o) 10th					0	0
(p) 10th					0	0
(q) 10th					0	0
(r) 10th					0	0
(s) 10th					0	0
(t) 10th					0	0
(u) 10th					0	0
(v) 10th					0	0
(w) 10th					0	0
(x) 10th					0	0
(y) 10th					0	0
(z) 10th					0	0
(aa) 10th					0	0
(ab) 10th					0	0
(ac) 10th					0	0
(ad) 10th					0	0
(ae) 10th					0	0
(af) 10th					0	0
(ag) 10th					0	0
(ah) 10th					0	0
(ai) 10th					0	0
(aj) 10th					0	0
(ak) 10th					0	0
(al) 10th					0	0
(am) 10th					0	0
(an) 10th					0	0
(ao) 10th					0	0
(ap) 10th					0	0
(aq) 10th					0	0
(ar) 10th					0	0
(as) 10th					0	0
(at) 10th					0	0
(au) 10th					0	0
(av) 10th					0	0
(aw) 10th					0	0
(ax) 10th					0	0
(ay) 10th					0	0
(az) 10th					0	0
(ba) 10th					0	0
(bb) 10th					0	0
(bc) 10th					0	0
(bd) 10th					0	0
(be) 10th					0	0
(bf) 10th					0	0
(bg) 10th					0	0
(bh) 10th					0	0
(bi) 10th					0	0
(bj) 10th					0	0
(bk) 10th					0	0
(bl) 10th					0	0
(bm) 10th					0	0
(bn) 10th					0	0
(bo) 10th					0	0
(bp) 10th					0	0
(bq) 10th					0	0
(br) 10th					0	0
(bs) 10th					0	0
(bt) 10th					0	0
(bu) 10th					0	0
(bv) 10th					0	0
(bw) 10th					0	0
(bx) 10th					0	0
(by) 10th					0	0
(bz) 10th					0	0
(ca) 10th					0	0
(cb) 10th					0	0
(cc) 10th					0	0
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(jb) 10th					0	0
(jc) 10th					0	0
(jd) 10th					0	

Uniform Schedule

1. The Operator shall procure and allocate Uniforms to Employees according to the following guidelines:
 - 1.1 Drivers shall wear the Uniforms prescribed for this specific function;
 - 1.2 Security, Cleaning and Maintenance Employees who are in direct contact with MyCITI patrons, shall wear the relevant security or cleaning & maintenance Uniforms as prescribed in the Uniform specifications;
 - 1.3 All other Employees who are in direct contact with the MyCITI patrons (other than members of its senior management, and as the City may exempt by way of a Protocol) are to wear the Station Validator/ Ambassador ("Ambassador") Uniform indicated in the Uniform Specifications contained in clause 4.
2. Standard Uniforms for each function shall consist of the items specified in the following table and as further described in the Uniform specifications under clause 4. It should be noted that there are variations in the Uniforms based on the function and only the garments listed under each function should be issued to the relevant Employees based on the function he/she fulfils.

Description - Ladies	QTY	Description - Men	QTY
Ambassadors			
Polyester Scarf	1	Men's Blazer	1
Ladies Coat	1	Melton Jacket	1
Ladies Summer Shirts	4	Men's Summer Shirts	4
Ladies Summer Skirts (Stone)	2	Men's Fleece Body Warmer	1
Ladies Winter Skirts (Navy)	2	Men's Summer Pants (Stone)	4
Ladies Summer Stretch Pants (Stone)	2	Men's Winter Pants (Navy)	4
Ladies Winter Stretch Pants (Navy)	2	Men's Winter Shirts	4
Pashmina	1	Shoes	2
Ladies Blazer	1		
Ladies Long Sleeve Winter Shirts	4		
Ladies Fleece Top	1		
Shoes	2		

Description - Ladies	QTY	Description - Men	QTY
Drivers			
Peak Cap	1	Peak Cap	1
Polyester Scarf	1	Melton Jacket	1
Ladies Coat	1	Reversible Jacket	1
Ladies Summer Shirt	4	Men's Summer Shirts	4
Ladies Summer Skirts (Stone)	2	Men's Fleece Body Warmer	1
Ladies Winter Skirts (Navy)	2	Men's Summer Pants (Stone)	4
Ladies Fleece Top	1	Men's Winter Pants (Navy)	4
Ladies Long Sleeve Winter Shirts	4	Men's Winter Shirts	4
Ladies Summer Stretch Pants (Stone)	2	Shoes	2
Ladies Winter Stretch Pants (Navy)	2		
Shoes	2		
Security			
Ladies Fleece Top	1	Security Jacket	1
Ladies Coat	1	Men's Summer Shirts	4
Ladies Summer Shirts	4	Men's Fleece Body Warmer	1
Ladies Summer Skirts (Stone)	2	Men's Summer Pants (stone)	4
Ladies Winter Skirts (Navy)	2	Men's Winter Pants (navy)	4
Ladies Summer Stretch Pants (Stone)	2	Men's Winter Shirts	4
Ladies Winter Stretch Pants (Navy)	2	Shoes	2
Pashmina	1		
Ladies Long Sleeve Winter Shirts	4		
Shoes	2		
Cleaning & Maintenance			
Security Jacket	1	Security Jacket	1
Ladies Fleece Top	1	Men's Fleece Body Warmer	1
Ladies Denim Shirts	4	Men's Denim Shirt	4
Ladies Summer Skirts (Stone)	2	Men's Denim Pants	4
Ladies Winter Skirts (Navy)	2		
Ladies Summer Stretch Pants (Stone)	2	Shoes	2
Ladies Winter Stretch Pants (Navy)	2		
Shoes	2		

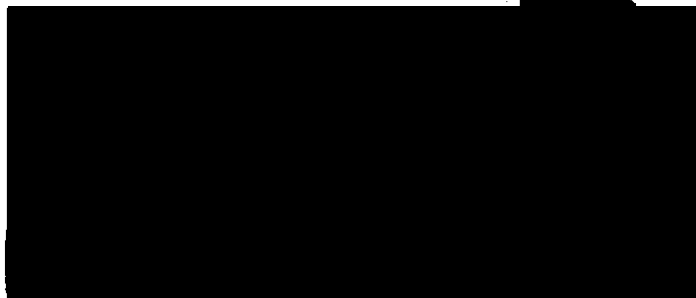
3. Uniforms shall be replenished on a three year cycle as set out in the following table:

Description	Quantity
-------------	----------

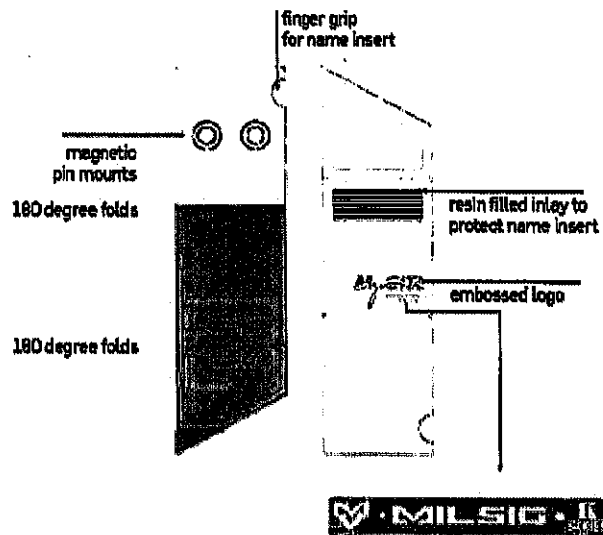
Description	Quantity
1. Uniform replenishment every year after contract anniversary	
Shirts of employee's choice	3
Pants / skirt of employee's choice	1
2. Every 18 months after contract anniversary	
Pair of Shoes	1
3. Every 2 years after contract anniversary	
Jacket / blazer / body warmer / fleece top (men) / (women) of employee's choice	1
4. Every 3 years after contract anniversary	
Full Uniform excluding the 2-year item replaced the previous year.	1

4. Uniform Specifications:

The relevant Uniforms as specified in clause 2 shall be extracted from the following collective specifications, which may be amended by way of a Service Notice as [REDACTED] by the City to the Operator:

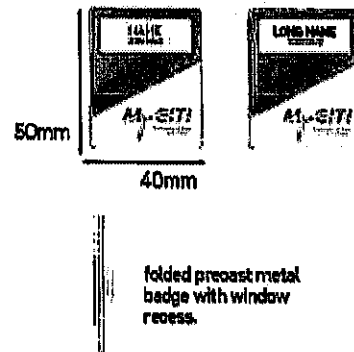


NAME BADGE SPECIFICATIONS

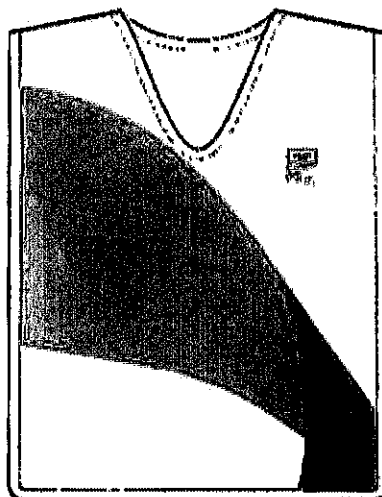


Temporary Uniforms

typography grid:
name title 11pt
surname sub title 7.5pt

PRELIMINARY UNIFORM
(Branded Silo Design)

Temporary Uniforms



550 mm*

Front



360 mm - 400 mm*

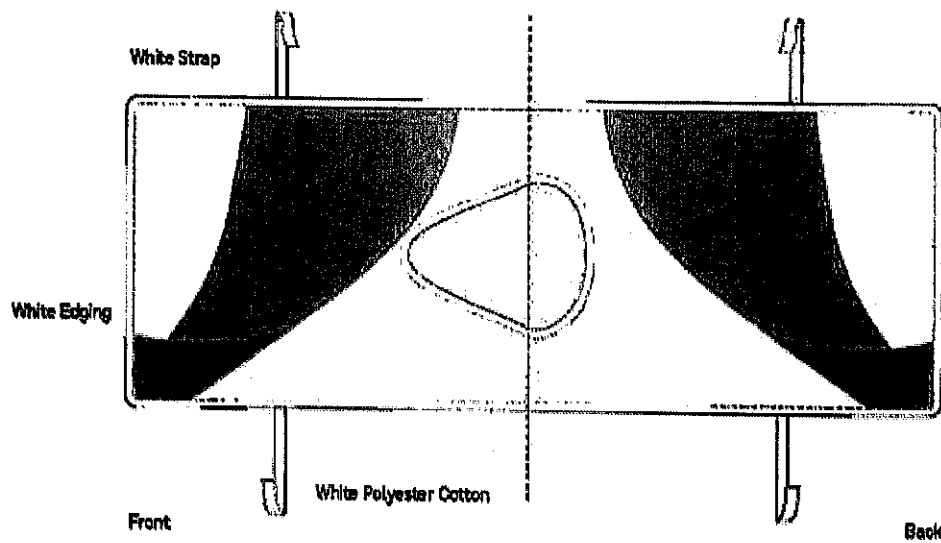
Back

*NB: Suggested Size Only



PRELIMINARY UNIFORM
(Branded Bib Specifications)

Temporary Uniforms



LADIES UNIFORM COLLECTIVE

Uniforms



From February 1987
by Sam Dolin at Columbia University
Library Publishing House, Inc.
Design to be continued by the
State of New York City



Name: Paulina
 Street: Wagon, Oak Road and 90 N
 City: Albuquerque, NM
 State: TX 73400



Turn: Ladies only
 Specs: Maltinair, long sleeve, single line,
 padded back and front, hidden pocket in front,
 right strap, lined, Col Navy
 Size: M-L
 Brand: Attachment of 2 H women labels.



From: Ladies Bureau.
Specs: 2.0000 (quarter), hardy, single white, frag.
Strand: disbursement of 5 a women label.
Size: 8-13.



Women Leaders speak
 at the 1978-1979 Anti-Apartheid Conference, coordinated
 by the Women's League of the United Negro College
 Fund, at the University of California, Berkeley.
 The first African American woman leader.
 1978-1979.

[illegible]

Part: LA106 6671
Spoke: Polymer polyether, length 1811, decapped
width, no width limit, shaft front 10, thread
C6H 100, shrouder short
Size 30-40
Brand: Non-branded



Flora Ladies Fashion tops
 Size 40: This is designed by British designer
 and will give a beautiful look to your going ahead
 with the fashionistas.
 The top is designed by a British designer.



॥ आता : लाठीचें अंधांसाठी प्रयोग = अंधांकरिता प्रयोग
 निघावयाचा आहे. आता, प्रयोगाच्या वेळी
 लाठीचा प्रयोग
 प्रयोगाच्या वेळी
 अंधांकरिता प्रयोग



Long narrow white shirt.
Open front for women and lined collar for men.
Only one button to be appeared by fabric and lining.
Ward: Distinction of a women blouse.
Size: 34-36, 36-38, 40-42.



Men's Leading chain pants.
Up to Navy's store, stretch with air knitting
Brand: New-look model.
Size: 34-36L.



Name: [REDACTED]
 Address: [REDACTED]
 City: [REDACTED]
 State: [REDACTED]
 Zip: [REDACTED]

MENS UNIFORM COLLECTIVE

Uniforms



Name: Paul exp.
Spoken: Cotton twill.
Color: Navy with red trim.
Brand: Approximately a women's size.



Name: John Doe
 Address: 123 Main St, Springfield
 Phone: 555-123-4567
 Email: john.doe@example.com



Name: Wendell Jackson
 Address: 1000 1st St. N. W.
 City: Washington D. C.
 State: D. C.



Date: 1-1-68.
 Spec: Light-colored, 120% nylon mesh, mesh-
 ing like, very fine hole pattern.
 Weight: Measurement of 1 x 100 cm fabric,
 Size 1 - 100.



॥ श्रीगणेशाय नमः ॥
 ॥ श्रीगणेशाय नमः ॥
 ॥ श्रीगणेशाय नमः ॥



Stems: More or less - above or very
 above 2 plant monochlorophyllous, polytrichous,
 with yellow coloring, very
 brownish-green,
 brownish-green



Herri lekuak jakintza ematen ditu, baina ez dute
 informazioa ematen, eta hori da gure helburua.
 Herriak jakintza ematen du eta gure helburua.

[illegible]

Name:
 Address:
 City:



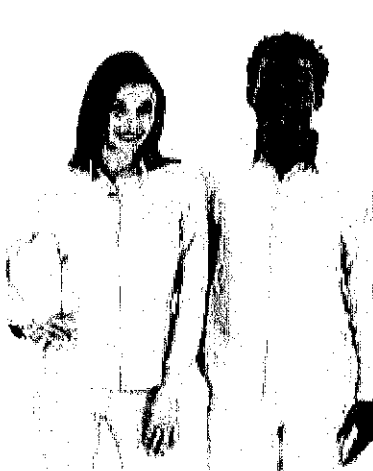
Long leaves with short.
Spoken Filindor women and filled option for men
Style and design to be approved by FIVE and SWIRE.
On many different ways of 2 x women labels.
Size 8-10, 12, 14, 16, 18, 20, 22.

[illegible]

Signs of flu-like
symptoms (start with health support
before leaving tomorrow)
(back to get her reading)

SHIRT BRANDING

Branding



100



陸軍省

There is a great deal of the flycatcher with a false hood
or two all his life, and it is all over the country in one body
and a great many of the birds are seen on the
ground in the middle of the day, and the ground is the most

On the other hand, a false isomorphism on the other end would be a map $\phi: A \rightarrow B$ such that $\phi \circ \alpha = \beta \circ \gamma$ for some α, β, γ .



THE CITY WORKS FOR YOU



SHIRT BRANDING –winter

Branding

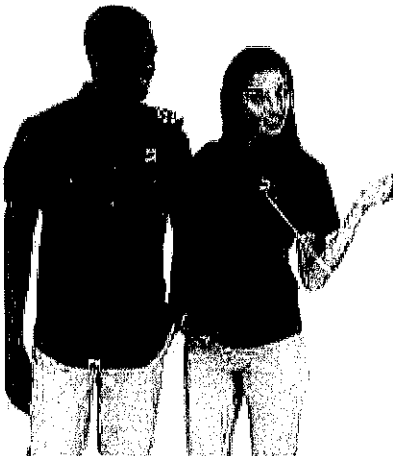


The red on the inside of the collar reveals the color of the shirt underneath.



**SHIRT BRANDING – men's variation
(Cleaning/Maintenance Staff)**

Branding

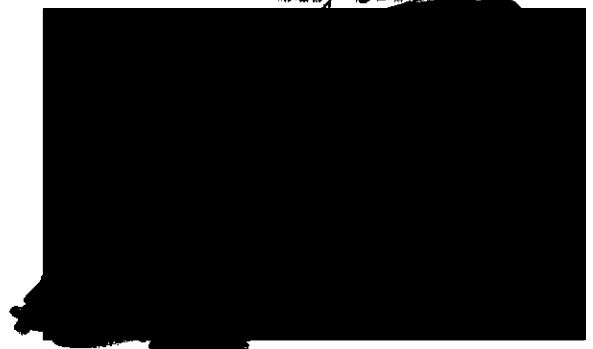


Short sleeve denim shirt with red top stitch and a My City logo on the upper back.

Name badge

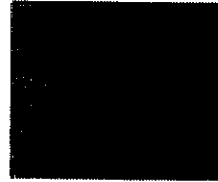


Present City of Long Beach
to 6504 and to the bottom seam
of the shirt



SHIRT BRANDING – ladies variation
(Cleaning/Maintenance Staff)

Branding



Short-sleeved shirts with City's logo attached to the right chest (ladies) and left chest (men).

Woven tag

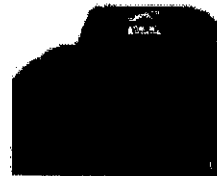


Woven tag of City's logo is attached to the bottom seam of the shirt.



JACKET BRANDING
(Cleaning/Maintenance Staff)

Branding



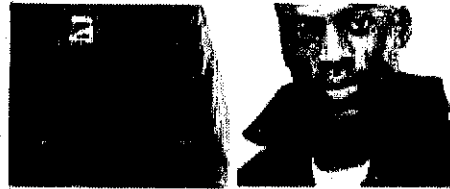
Woven tag

Ped collar with City's logo on the left pocket and woven tag with City's logo attached to the bottom seam.



JACKET BRANDING
(Cleaning/Maintenance Staff)

Branding

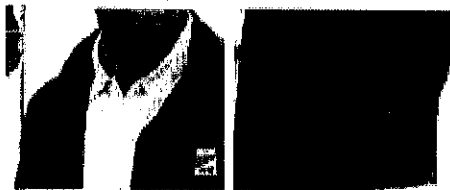


Reversible jacket with ribbed collar and cuffs as well as the City's logo embroidered on the back collar.



JACKET BRANDING
(Drivers)

Branding



Reversible jacket with ribbed collar and cuffs as well as the City's logo embroidered on the back collar.

Reversible badge



Reversible City's logo is attached to the bottom seam of the jacket.



DRIVERS CAPS

Branding



MyCITY



Cap with red inside, ribbon the side, subtle on
the peak and a large label on the back
on the side.



SCARVES AND PASHMINAS

Branding

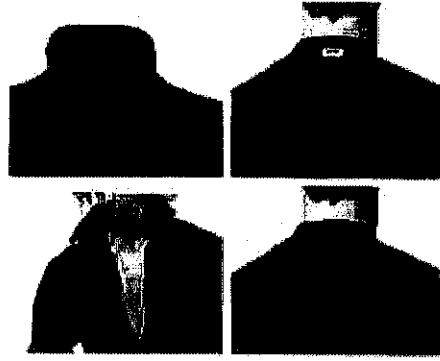
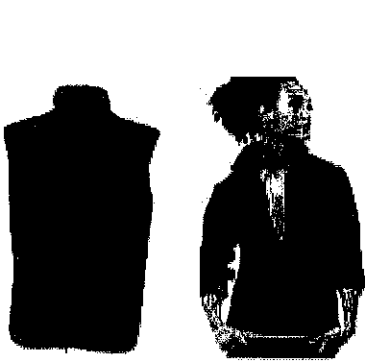


Scarves should be solid color and have a subtle
pattern or a square of color printed
with a MyCity logo on the side of the
scarf.

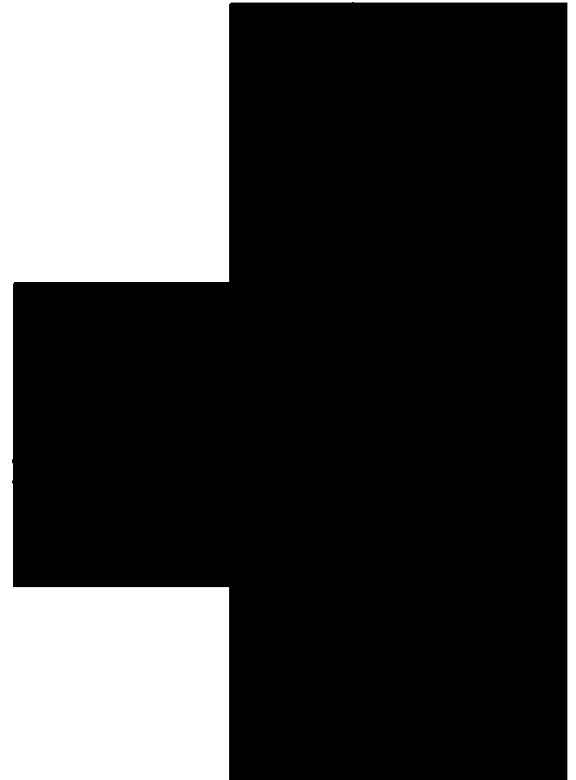


POLAR FLEECE

Branding



Black fleece with quilted lining, matching ribbed cuffs, hem and the collar. The vest is completely reversible and features a full-length front zipper placket.



Annexe F

Property Use Agreement**1. Definitions and Interpretation**

- 1.1 In this Property Use Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.1.1 **"Property Use Agreement"** means this property use agreement;
- 1.1.2 **"Commencement Date"** means the commencement date of the Vehicle Operator Agreement or such later date as may be agreed by the Parties in writing;
- 1.1.3 **"Depot Sharing Costs Agreement"** means the agreement regarding the sharing of costs for use of a City Depot or Staging Area, to be entered into by the Operator with Other Operators in circumstances described in clause 3.8;
- 1.1.4 **"Equipment"** means the equipment located at the City Depots and Staging Areas, which is owned by the City and specified in the Operational Specifications Schedule as being included in the Operator's maintenance responsibility and/or contained in the O & M Manuals and for purposes of clause 3.1.3, **"Equipment"** shall mean any part thereof;
- 1.1.5 **"Maintenance"** means the maintenance set out in the Operational Specifications Schedule in respect of the Property and as described in clause 3.5 below;
- 1.1.6 **"O & M Manual/s"** means the Operating and Maintenance Manual/s handed to the Operator when the Operator takes possession of the Property, as updated and amended from time to time;
- 1.1.7 **"Property"** means the City Depots and Staging Areas detailed in Tables C14 to C16 of the Operational Specifications Schedule, allocated to the Operator from time to time, including the Equipment and for purposes of clause 3.1.3, **"Property"** shall mean any part thereof;

- 1.1.8 **"Termination Date"** means the date of termination or expiry of the Vehicle Operator Agreement or cancellation of this Property Use Agreement for whatever reason, whichever is the earlier;
- 1.1.9 **"Vehicle Operator Agreement"** means the Vehicle Operator Agreement concluded between the City and the Operator contemporaneously with this Property Use Agreement as amended from time to time by agreement between the Parties.
- 1.2 Unless inconsistent with the context and save where amended by this Property Use Agreement, the words and expressions defined in the Vehicle Operator Agreement will, where they appear in this Property Use Agreement, have the same meaning;
- 1.3 In addition to the definitions in this clause 1 words defined in the Vehicle Operator Agreement shall have the same meanings in this Property Use Agreement, *mutatis mutandis*.

2. Access to and use of the Property

- 2.1 The City hereby grants to the Operator and all persons lawfully authorised by the Operator, with effect from the Commencement Date until the Termination Date, access to the Property for the sole purpose of the Operator performing its obligations pursuant to the Vehicle Operator Agreement, and for no other purpose, unless the Operator has obtained the City's prior written consent to use the Property for any other agreed purpose, and the Operator hereby accepts such grant of access, upon the terms and conditions of this Property Use Agreement.
- 2.2 The Operator shall use the City Depots and Staging Areas to provide a reasonable shelter for the Vehicles while not in use and shall use the City Depots to facilitate the cleaning, repair, refuelling (where permitted in terms of environmental and health and safety legislation) and maintenance of the Vehicles and other activities ancillary to the provision of the Services.

3. Operator's obligations

3.1 Inspections of the Property

- 3.1.1 The Parties shall together inspect the Property, before the Operator takes possession of the Property, to record any defects or damage to the Property and the

record the readings shown on the water and electricity meters at the City Depots.

- 3.1.2 The City shall notify the Operator not less than 3 Business Days prior to any such inspection of the time and date of the inspection, and which Property will be inspected. Should the Operator be unable to attend the inspection at the proposed time and date, it shall forthwith advise the City of alternate times and dates, as close to City's proposed date as possible, that it is available to undertake the inspection, and the City will re-set the inspection date on the suggested date or as close to Operator's proposed date as possible. The Parties undertake to co-operate with one another in this regard.
- 3.1.3 The Operator shall notify the City in writing, within 10 Business Days from the date of handover of the Property or any part thereof, of specific details of any pre-existing defects or damage to the Property or Equipment (or part thereof). In as far as the Operator does not notify the City regarding defects or damages, the Property and Equipment (or part thereof) shall be presumed to have been in good order. If the Property has been handed over to the Operator prior to the Commencement Date, the Property shall be presumed to have been in good order save for any defects or damage recorded within 10 Business Days of such handover.
- 3.1.4 Should the City, in consultation with the Operator, determine that a defect and/or damage interferes with the operations at the time of handover of the Property to the Operator (whether prior to or after the Commencement Date), the City shall procure the repair of any such defect and/or damage within a reasonable period after being notified, having regard to the nature of the defect and/or damage. Any defects which in the City's view does not materially affect the operations, which the City deems unnecessary to rectify, shall be noted in a defects report ("**Defects Report**"). If the Property has been handed over at an earlier date, no new handover is required and any outstanding items as per an earlier hand-over procedure shall be resolved in terms of this Agreement, read with the changes required from the context. Should the Operator wish to dispute the contents of the Defects Report, it shall refer such dispute for arbitration in terms of clause 60.4 of the Vehicle Operator Agreement.

- 3.1.5 In the event that the Operator fails to advise the City that it is unable to attend an inspection as provided in 3.1.2 or fails to attend the inspection of the Property in the presence of the City or its Authorised Representative, as contemplated in 3.1.1 above, the Property shall be deemed to be in good condition for the purpose of the City's obligations in terms of clause 3.1.4 and the City will have no further obligations in this regard. For the avoidance of doubt and notwithstanding anything to the contrary stated or implied elsewhere in this Property Use Agreement, the provisions of this clause 3.1.5 shall not have the effect of absolving the Operator from any of its obligations in terms of any prior written agreement with the City in respect of the City Depots and/or Staging Areas.
- 3.1.6 The City shall be entitled to call for a joint inspection of the Property prior to or on the Termination Date. The City shall notify the Operator not less than 7 Business Days prior to any such inspection of the time and date of the inspection, and which Property will be inspected. Should the Operator be unable to attend the inspection at the proposed time and date, it shall forthwith advise the City of alternate times and dates, as close to City's proposed date as possible, that it is available to undertake the inspection, and the City will re-schedule the inspection date on the suggested date or as close to Operator's proposed date as possible. The Parties undertake to co-operate with one another in this regard.
- 3.1.7 Should the Operator fail to respond to such request by the City, or fail to attend the inspection of the Property, the City shall inspect the Property within 7 Days after the Termination Date in order to make its own assessment of any damage or loss to the Property or Equipment which occurred during the period of this Property Use Agreement.
- 3.1.8 Any defects and/or damage found on the Property as contemplated in clause 3.1.6, fair wear and tear excepted and excluding the defects recorded in the Defects Report, or where the Operator's liability is expressly excluded in the Vehicle Operator Agreement, shall be for the Operator's account.
- 3.1.9 The City's Authorised Representative shall be entitled to inspect the Property subject to the provisions of clause 3.7.2. If, upon inspection, the City's Authorised Representative is of the view that certain material defects impacting the delivery of the Services require immediate attention, the s

advise the Operator in writing to reinstate the Property, at the Operator's cost, within 30 Days, to a condition satisfactory to the City.

3.2 Costs payable by the Operator

3.2.1 The Operator shall be liable for the costs of operating the Property, including Maintenance costs, as set out in the Operator Specific Addendum, including all consumables and utility charges in respect of the Property. Such costs are included in the Fixed Cost payable to the Operator on a monthly basis.

3.2.2 The Operator shall procure that it is registered as the occupant and user of the Property with the City, prior to the Commencement Date or if the Property has been handed over at a date earlier than the Commencement Date, then prior to such handover date.

3.2.3 The Operator shall pay, on the due date, directly to the supplier of utilities, all charges in terms of that supplier's monthly invoice with regard to water and electricity consumed on the Property and all other municipal services, excluding rates and taxes on immovable property.

3.3 Cost review

3.3.1 The City will commission an independent audit and review of the utility costs for the year following the second anniversary of the Commencement Date. The Operator shall provide all supporting information and assistance required in this regard upon request.

3.3.2 The auditor shall assess what the actual costs have been, or should have been had reasonable efficiencies been employed, regarding the utility charges of the Property regarding the year in question. Based on this assessment the auditor shall determine the reasonable costs incurred and add to this the projected costs regarding items where costs are expected to be incurred in other years, thereby to determine the total adjusted monthly utility costs.

3.3.3 The apportionment of the Fixed Costs allocated to the utility charges shall be adjusted upwards or downwards in line with the determined utility costs with effect from the 3rd anniversary of the Commencement Date.

3.4 Insurance

3.4.1 The Operator shall not do or fail to do anything which may render void or voidable any insurance policy in respect of the Property or any part of the Property or any other equipment supplied or cause an increase in the premiums of such policy unless done in the ordinary course of the Operator's business with reasonable care or with the prior written consent of the City.

3.4.2 The City shall be entitled to recover from the Operator on demand, the full amount of any increase in insurance premiums in respect of the Property or other equipment under the control of the Operator, where such increase is attributable to any act or omission of the Operator in terms of this clause 3.4 or any other provision in this Property Use Agreement, provided that where such excess amount is payable in terms of any SASRIA cover or due to an Event of Force Majeure, such payment shall be made by the City.

3.5 Maintenance

3.5.1 The Operator shall be responsible for Maintenance of the Property, as set out in the Operational Specifications Schedule and in the O&M Manuals that are issued to the Operator at time of handover of the Property and in terms of this clause 3.5. Any repair or replacement necessitated as a result of gross negligence or abuse by the Operator shall be effected at the Operator's cost and the Operator shall not be reimbursed for such costs.

3.5.2 In the case of a City Depot and Staging Area, Maintenance shall include general upkeep to maintain the reasonable standards and working order of the Property; the repair of items that have deteriorated due to wear and tear or the replacement of items that are lost or damaged due to the fault or negligence of the Operator, and all activities which would reasonably be understood to constitute the maintenance obligation of an occupier and user of movable and immovable property by a party in the position of the Operator. Without derogating from the generality of the Operator's obligations in this regard, the following non exhaustive list provides examples of what would constitute Maintenance: cleaning, repairing or replacing floor coverings/surfaces, paving slabs/grounds, locking and other security mechanisms; touch up painting or remedial resurfacing sections of walls/buildings/grounds where wear and tear and usage have caused deterioration; repairing joinery; landscaping; unblocking sewer and storm water drains; replacing light fittings, bulbs, cisterns, sanitary ware in all

facilities used or controlled by the Operator; maintaining in good working order all the electrical, plumbing, drains, heating installations and/or air conditioning equipment serving the City Depot or Staging Area; taking all reasonable measures to prevent blockages, corrosion due to chemicals, cleaning materials and the like, and obstructions from occurring in the drains, sewerage and water pipes serving the City Depot or Staging Area.

3.5.3 In the case of Equipment, Maintenance shall include such maintenance tasks as are required and communicated by suppliers to keep the Equipment in good working order, such as keeping Equipment dry and dust free, lubricated, and the like, not covered by other items where that is applicable, and similar handling, upkeep, operation and storage instructions, as well as all necessary scheduled maintenance, as contained in the O&M Manuals, as may be required to keep all warranties valid and enforceable;

3.5.4 Save as provided in 3.5.5 and 3.5.6, below, the Operator shall not be required or entitled to undertake any maintenance on equipment owned or supplied by third parties, including other *MyCiTi* Contractors, unless expressly instructed or permitted to do so, and only then in accordance with such instructions or permission. Should the City instruct the Operator to undertake such maintenance, the City shall reimburse the Operator for the reasonable cost of such maintenance. In circumstances where at the request of the Operator, the City permits the Operator to undertake such maintenance, the Operator shall bear the cost of such maintenance. Any failure by the relevant *MyCiTi* Contractor or third party to undertake maintenance or repair on such equipment which results in the Operator being unable to perform any of its obligations under the Vehicle Operator Agreement, shall not result in the imposition of Penalties on the Operator pertaining to such non-performance. Without derogating from the generality of the foregoing, the Operator shall not maintain or repair nor may work on or interfere with the following:

3.5.4.1 ITS Equipment installed at the City Depots and maintained by the AFC:

3.5.4.1.1 a rack with 2 switches;

3.5.4.1.2 Related Wireless Infrastructure;

- 3.5.4.2 ITS Equipment installed at the City Depots and maintained by the Control Centre:
- 3.5.4.2.1 a rack with a switch;
- 3.5.4.2.2 a Depot Data Manager (DDM) Server;
- 3.5.4.2.3 Related Wireless Infrastructure.
- 3.5.5 In respect of the items listed in Table C17 (a-d), 18 (a-d), 19 (a-d), 20 (a-b) of the Operational Specifications Schedule and the O&M Manuals, the Operator shall:
- 3.5.5.1 during the period that any such items are under guarantee, manage the process of having maintenance and repairs carried out by engaging directly with the relevant supplier; or
- 3.5.5.2 where the guarantee period has elapsed or the supplier fails to honour a guarantee, attend to repairs of all such items or as directed by the City. Where the City directs the Operator to repair or maintain the abovementioned items pursuant to the failure of a supplier to honour a guarantee, the Operator shall be entitled to claim the reasonable cost of such repair or maintenance from the City,
- 3.5.5.3 supervise and accommodate the carrying out of major maintenance or repairs for which the Operator is not liable;
- 3.5.5.4 perform preventative/scheduled maintenance from time to time as required in terms of the Operational Specification Schedule and/or the O&M Manuals.
- 3.5.6 The Operator shall effect all other repairs to and Maintenance of the Property as listed in Tables C17 (a-d), 18 (a-d), 19 (a-d), 20 (a-b) of the Operational Specifications Schedule and the O&M Manuals. The City shall be responsible for repair or replacement of the Property where the item in question is considered to have reached its lifespan and long-term preventative maintenance of buildings, walls, roofs, fencing and any other fixed structures contained in or on City Depots and Staging Areas (the "**Structures**"). However, any damage or loss to the Structures caused directly or indirectly by the Operator, (including its failure to ensure the Property sufficiently to have reasonably prevented such damage or loss

its Employees or any service provider contracted by the Operator, shall be for the account of the Operator.

3.5.7 The Operator shall report to the City, within 1 Day of it being made aware, or within 48 hours of such date that it should reasonably have become aware, whichever occurs first, any maintenance required, as specified in clause 3.5.5.3.

3.5.8 The Operator shall, on a Quarterly basis, provide the City with a written report setting out all Maintenance undertaken in the previous Quarter.

3.5.9 The Operator shall, upon the Termination Date, vacate the City Depots and Staging Areas and remove all its own equipment and machinery (not paid for by the City), refuse or any other material and return the Property to the City in good order, fair wear and tear excepted and with no defects and/or damage other than those set out in the Defects Report.

3.6 **Security**

3.6.1 The Operator shall provide adequate security services to maintain the safety of the Property, and the Vehicles (including the vehicles allocated to Another Operator) while parked or present at a City Depot or Staging Area.

3.6.2 For the avoidance of doubt, the Operator shall not be responsible for the security of the Vehicles while such Vehicles are in a Depot or Staging Area under the control of Another Operator.

3.6.3 The City shall be entitled to install closed-circuit television surveillance equipment (the "**City Surveillance Equipment**") at a City Depot or Staging Area, and shall at all times be entitled to access to maintain such City Surveillance Equipment.

3.6.4 Should the Operator install further closed-circuit television surveillance equipment on the Property subject to the City's prior written consent, the Operator shall:

3.6.4.1 ensure that such equipment is compatible with the City Surveillance Equipment;

3.6.4.2 provide the City with a feed of such surveillance images in real time, using the optical fibre cables provided by the City; and

- 3.6.4.3 upon termination of this Property Use Agreement, unless otherwise agreed between the Parties, be entitled to remove such equipment installed by it and shall be required to make good any damage arising from such removal.

3.7 Access to Property

- 3.7.1 The Operator undertakes to allow the City or its Authorised Representative, free and unrestricted access to the Property as provided in this clause 3.7 and in the Vehicle Operator Agreement.

- 3.7.2 The Operator shall:

- 3.7.2.1 allow persons authorised by the City's Authorised Representative to access a City Depot or Staging Area during City Depot or Staging Area operating hours without notice or at any other time as agreed by the Operator, for purposes of inspections of Vehicles on the ready line, to verify reasonable utility costs or for such other purpose where spot checks outside office hours are reasonably required by the City;

- 3.7.2.2 allow persons authorised by the City's Authorised Representative to access a City Depot or Staging Area for purpose of an inspection regarding Depot maintenance only during office hours without notice or at any other time as agreed by the Operator;

- 3.7.2.3 allow persons authorised by the City's Authorised Representative access to a City Depot or Staging Area for all other operational purposes, work or for scheduled maintenance on 24 hours' notice or such shorter time as agreed between the Parties;

- 3.7.2.4 allow persons authorised by the City's Authorised Representative access to a City Depot or Staging Area for purposes of attending to an emergency at any time without notice,

and the Operator shall take all necessary steps to allow the City or its Authorised Representatives access to the Property, as provided in this clause subject to the City's compliance with reasonable health and safety, ISO9001 and other statutory requirements and using all reasonable endeavours to minimise interference to the Operator's business.

3.7.3 The Operator shall, at all times, maintain control over access to the Property, which shall include, but shall not be limited to, supervising access points to ensure that access to the Property is granted only to the Operator or any Other Operator entitled to such access as directed by the City, its employees, the City or its Authorised Representatives.

3.7.4 Notwithstanding anything to the contrary stated or implied above and subject to the provisions of the Vehicle Operator Agreement, the Operator shall provide the Other *MyCiTi* Contractors with reasonable access to the Property as may be required to ensure the efficient and effective operation of the IRT System. Should the Operator make the Property available to the relevant *MyCiTi* Contractor as aforementioned, any Penalties which may become applicable in respect of missed Trips, due to the fault of any Other *MyCiTi* Contractors, such Penalties shall not be imposed on the Operator.

3.8 Reasonable assistance and co-operation

3.8.1 The Operator acknowledges that the City shall be entitled to instruct the Operator to make the Property or portions of the Property available for use by Other Operators from time to time and the Operator shall provide such reasonable assistance and co-operation to the Other Operators in relation to access to and use of the Property. Such use of the Property by Another Operator shall be charged at the costs set out in the Depot Sharing Costs Agreement, solely for the purpose of recovering the costs incurred by the Operator in respect of such use.

3.8.2 Where the Operator shares space and facilities with Another Operator, it shall use its best endeavours to establish and agree an amicable mechanism of sharing such space and facilities. In determining an agreed ratio for allocating shared space and facilities, the Operator shall take into consideration the relative size of the Fleet of the relevant Other Operators.

3.8.3 For the avoidance of doubt, the Operator shall at all times be responsible for the due performance of its obligations in terms of this Property Use Agreement, notwithstanding that the Property is utilised by Another Operator either in an area of a City Depot or Staging Area designated specifically for Another Operator or anywhere within a Depot or Staging Area.

3.9 General obligations

- 3.9.1 The Operator shall take all necessary precautionary measures to prevent damage or loss to any buildings or moveable property situated or held at a City Depot and/or Staging Area and/or forming part of the Property.
- 3.9.2 The Operator shall keep the Property in a clean and hygienic condition at its own cost and to the satisfaction of the City and shall not leave refuse or allow it to accumulate in or about the Property, except in refuse bins, which the Operator shall place on boundary locations at the City Depots and Staging Areas. The Operator shall not obstruct access to or use of the Property by any person who is authorised to have access to or use of the Property.
- 3.9.3 The Operator shall not remove any component, appurtenance, fixtures and/or fittings from the Property without the prior written consent of the City.
- 3.9.4 The Operator shall not bring to or place on the Property any article that, due to its weight or other characteristics is likely to cause damage to the Property or any movable property thereon.
- 3.9.5 The Operator shall obtain all authorisations, licences and permits necessary to lawfully use the Property for the purposes envisaged under this Property Use Agreement and shall provide proof to the City of such authorisations, licences and permits within 7 Days after the issuing thereof.

4. Relocation

- 4.1 The City shall be entitled to change the allocation of City Depots and/or Staging Areas, as the case may be, pursuant to consulting with the Operator.
- 4.2 To the extent that the Operator is obliged to fit out a new City Depot and/or Staging Area, such depot shall be fitted out at the cost of the City in terms of the specifications to be agreed by the Parties.
- 4.3 Should the City require the Operator to relocate to another City Depot and/or Staging Area, the reasonable relocation costs shall be borne by the City.

5. Alterations and improvements

- 5.1 The Operator shall not effect alterations, improvements, modifications or structural changes to the Property without the City's prior written consent and only upon such conditions as the City may impose.

- 5.2 Should the Operator, with or without the City's consent, effect any alterations, improvements, modifications or structural changes to the Property and should the City not require that the Property be restored to its original condition, the Operator shall have no claim against the City for the cost of any such alterations, improvements, modifications or structural changes.
- 5.3 Should any alterations, modifications, structural changes or improvements to the Property by the Operator (subject to obtaining the City's prior written consent) directly or indirectly cause a defect in or damage to the Property, the rectification or repair thereof shall be solely for the Operator's account.

6. Indemnities

- 6.1 The Operator shall have no claim against the City for any loss, damage, death or injury suffered by the Operator, its agents, contractors or Employees directly or indirectly caused by:
- 6.1.1 the installation of any signage and/or alterations, improvements, modifications, structural changes made in terms of clause 5 above;
- 6.1.2 any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating or any other amenity (unless caused by an act or omission of the City in which event the Operator shall be entitled to claim);
- 6.1.3 any interruption of, or interference with, the use or occupation of the Property.

7. Damage or destruction

- 7.1 If there is partial destruction or damage to the Property or any portion thereof and the City decides to engage in reconstruction, renovation or rebuilding of the Property, the City shall be entitled to temporarily suspend this Property Use Agreement or require the Operator to use that portion of the Property unaffected by such reconstruction and the City shall endeavour to complete such reconstruction within the shortest possible time period.
- 7.2 If the Property is completely destroyed or damaged to the extent that the Operator is unable to utilise the Property as contemplated in this Property Use Agreement, fully or partially, the City shall, within a reasonable period, provide the Operator with alternative premises which in the City's opinion

suitable for the rendering of the Services, notwithstanding the provisions of the Operational Specifications Schedule or this Property Use Agreement.

8. Assignment

- 8.1 The Operator shall not cede, assign, delegate or transfer its rights and/or obligations in terms of this Property Use Agreement, or any part thereof, or any benefit or interest therein, to any third party without the prior written consent of the City.
- 8.2 The Parties record and agree that, where the City provides such prior written consent, the Operator shall be entitled to allow access to and use of the Property or a portion thereof, as the case may be, subject to the following conditions that:
- 8.2.1 any third party access agreement in relation to the Property concluded between the Operator and a third party shall terminate on the Termination Date;
- 8.2.2 the purpose for such access and use by a third party is pre-approved by the City;
- 8.2.3 the City shall be entitled to all income derived from any such access and use by a third party to the Property, which income shall be paid to the City by the Operator on the 10th Business Day of every Month;
- 8.2.4 such third party access agreement shall comply with all Applicable Law and shall be capable of review and amendment by the City; and
- 8.2.5 the Operator shall remain liable for its obligations in terms of this Property Use Agreement.

9. General

Save in respect of clause 84 (Assignment), the provisions of clauses 55 (Force Majeure), 57 (Breach and Termination), 58 (Dispute Resolution) and Part M (General) of the Vehicle Operator Agreement shall apply mutatis mutandis to this Property Use Agreement.

Signed at *CAPE TOWN*

on

2013

Witness

for The City of Cape Town

duly authorised and warranting such authority

Signed at *CAPE TOWN*

on

2013

Witness

for

warranting such



Annexe G

City of Cape Town Occupational Health and Safety

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

between

CITY OF CAPE TOWN

(being the purchaser and hereinafter referred to as the "Employer")

and



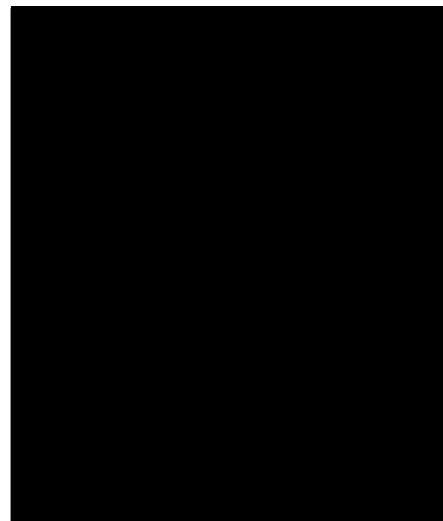
(Registration Number

(being the supplier and hereinafter referred to as the "Mandatary")

in respect of

the MyCiTi Project

(hereinafter referred to as the "Work")



1. Definitions and interpretation

1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:

1.1.1 **"Agreement"** means this Occupational Health and Safety Agreement;

1.1.2 **"Commencement Date"** means the date of commencement of the Vehicle Operator Agreement;

1.1.3 **"Health and Safety Plan"** means a health and safety plan in terms of section 37(2) of the Act to be concluded by the Parties in writing, setting out the arrangements and procedures to ensure compliance by the Mandatary with the provisions of the Act;

1.1.4 **"Premises"** means the Depots, Staging Area, Stations, City Vehicles and other premises owned by the City and utilised by the Operator; as set out in the Operational Specifications Schedule, or as further allocated by way of a Service Notice;

1.1.5 **"Termination Date"** means the date of termination or expiry of the Vehicle Operator Agreement;

1.1.6 **"Vehicle Operator Agreement"** means the Vehicle Operator Agreement concluded between the City and the Operator for *MyCiTi* Phases 1A and 1B (as amended from time to time), to which this Agreement is an annexe.

1.2 In addition to the definitions in clause 1, unless the context requires otherwise:

1.2.1 unless inconsistent with the context and save where defined in this Agreement, the words and expressions defined in the Vehicle Operator Agreement will, where they appear in this Agreement, have the same meaning as ascribed to them in the Vehicle Operator Agreement;

1.2.2 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as re-enacted from time to time;

1.2.3 any one gender, whether masculine, feminine or neuter, includes the other two;

- 1.2.4 any reference to a natural person includes an artificial person and vice versa;
- 1.2.5 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 1.2.6 unless otherwise provided, any number of Days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 1.2.7 references to day/s, Months or years shall be construed as Gregorian calendar day/s, Months or years, as the case may be;
- 1.2.8 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.2.9 a reference to a Party includes that Party's successors and permitted assigns;
- 1.2.10 any reference to an enactment is to that enactment as amended, from time to time;
- 1.2.11 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s; and
- 1.2.12 all the headings and subheadings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.
- 1.3 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 1.4 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties and accordingly the rule of construction that the Agreement shall be interpreted against or to the disadvantage of the Party

responsible for the drafting or preparation of the Agreement (ie the *contra proferentem* rule), shall not apply.

2. Introduction

- 2.1 Section 37(1) of the Occupational Health and Safety Act 85 of 1993, as amended ("**the Act**") provides that an Employer shall be liable to be convicted and sentenced in respect of an act or omission by its Mandatary or employee.
- 2.2 The Mandatary appointed by the Employer to do work, as contemplated in the Act, is also liable in terms of Section 37(3) (and in its own capacity as Employer) to comply with the provisions of the Act applicable to its employees and mandataries.
- 2.3 Section 37(2) of the Act, limits the Employer's liability in terms of Section 37(1) of the Act in the event that the Employer and Mandatary have agreed in writing to the arrangements and procedures between them to ensure compliance by the Mandatary with the Act.
- 2.4 For the reasons set out above, the Employer and the Mandatary accordingly wish to record the terms and conditions of their agreement.

3. Responsibilities of the Mandatary

- 3.1 The Mandatary hereby unconditionally accepts responsibility for compliance with the Act in respect of the work in terms of Section 37(2) of the Act.
 - 3.2 The Mandatary shall ensure that it complies with all legislation which governs the work it has to perform in terms of the Vehicle Operator Agreement, which includes but is not limited to the Mandatary's acknowledgment that it is an "Employer" in its own right for all purposes of the Act.
 - 3.3 The Mandatary undertakes to ensure that it effects and maintains the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.
4. Without limitation to the indemnity contained in clause 8, the Employer and the Mandatary agree to the following arrangements and procedures to ensure compliance by the Mandatary with the provisions of the Act:
- 

- 4.1 The Mandatary warrants that it has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.
- 4.2 The Mandatary shall prepare and submit to the City a Health and Safety Plan as is appropriate for the work within 10 Business Days of the signature date hereof, which shall detail:
- 4.2.1 the Management Structure, Site Supervision and appointment of Responsible Persons including a succession plan; and
 - 4.2.2 the Mandatary's induction training programme for its employees and sub-contractors, including appropriate health and safety training, communication of information regarding the hazards associated with the work or services to be performed by them, as contemplated in the Act.
- 4.3 The Mandatary shall ensure that it has an updated copy of the Act at the Premises at all times and that it is accessible to the relevant appointees, sub-contractors and employees of the Mandatary.
- 4.4 The Mandatary undertakes to apply its safety specifications, health and safety precautions, work instructions, standards and procedures at all times in respect of the work and/or services to be provided to the Employer in order to ensure compliance with the Act and its regulations.
- 4.5 In addition, the Mandatary shall:
- 4.5.1 perform regular monitoring procedures and shall ensure that all work and/or services are performed under the supervision of competent persons and shall take reasonably necessary steps to ensure that unsafe or unhealthy work practices are avoided;
 - 4.5.2 take appropriate disciplinary and related action against any of its employees regarding non-compliance by such employee/s with any health and safety standards, policies, practices and procedures, or performs any act or omission which impacts on health and safety in terms of the Act;
 - 4.5.3 hold regular liaison, consultation and review meetings with all Parties; and
 - 4.5.4 ensure that an adequate and appropriate supply of fire protection and first aid facilities are provided for the work or services to be performed on the

Premises by the Mandatary's employees. The Mandatary, in co-operation with the Employer, shall be obliged to ensure that its employees are familiar with all fire precautions, site rules and emergency procedures at the Premises.

5. Incident reporting

- 5.1 The Mandatary shall ensure that its employees report all unsafe or unhealthy working situations to it immediately upon becoming aware of such unsafe or unhealthy work situations.
- 5.2 The Mandatary shall report all unsafe or unhealthy working situations to the Employer by means of written reports, health and safety meetings or through other forms of communication agreed to between the Parties.
- 5.3 All accidents or incidents involving the employees or mandataries of the Mandatary ("**Reportable Incident**") shall be reported by the Mandatary to the Employer as soon as practicable after the occurrence. The Mandatary shall be obliged to deliver to the Employer, a detailed written report of the Reportable Incident within 24 hours of the aforesaid incident.
- 5.4 In compliance with sections 8 and 9 of the General Administrative Regulations of the Act, the Mandatary hereby undertakes to keep at the Premises a record in the form of Annexure 1 for a period of at least three years which record shall be open for inspection by an inspector of the Department of Labour.
- 5.5 All incidents referred to in Section 24 of the Act shall be reported by the Mandatary to the Department of Labour and to the Employer.
- 5.6 No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the site, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

6. Appointment of representative

- 6.1 The Mandatary hereby appoints
as its representative and as the responsible person for the duration of the Vehicle Operator Agreement in terms of Section 8(2)(i) and regulations GMR 1, GSR 11, GMR 2 and EIR 4 & 5 of the Act.

- 6.2 Written confirmation of such appointment shall be provided by the Mandatary to the Employer on demand.

7. Sub-contractors

- 7.1 The Mandatary shall not cede, assign, delegate or transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the Employer.
- 7.2 The Mandatary may only sub-contract its obligations under this Agreement with the prior written consent of the Employer.
- 7.3 The Mandatary is required to ensure that all sub-contractors and other persons engaged in the execution of the work also comply with the obligations applicable to the Mandatary in terms of this Agreement.

8. Indemnity

- 8.1 Notwithstanding the provisions of this Agreement, or any other contractual relationship between the Employer and the Mandatary, the Employer shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatary or its employees and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against any and all claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur as a result of the Mandatary's (or its employees' or mandataries') non-compliance with the Act.
- 8.2 Nothing in this Agreement shall be interpreted to detract from the Employer's responsibility to comply with its obligations as employer and in respect of the Premises in terms of the Act.

9. Release from obligations

- 9.1 The Mandatary, undertakes to inform the Employer immediately should the Mandatary at any time during the execution of the work find that:
- 9.1.1 it cannot comply with the provisions of the Act; or the afore-mentioned indemnity;
- 9.1.2 is unable to perform in accordance with this Agreement; and/or
- 9.1.3 its compliance with the Act and this Agreement are or will be detrimentally affected.

- 9.2 The Mandatory shall liaise with the Employer, who shall be entitled in its sole discretion to agree to release the Mandatory from the provisions of this Agreement and/or the indemnity granted by the Mandatory herein, subject to such conditions which the Employer may elect to impose.

10. COIDA registration

- 10.1 The Mandatory shall ensure that it is registered with the Compensation Commissioner, as required in terms of the Compensation for Occupation Injuries and Diseases Act 130 of 1993 ("COIDA") and that all payments due to the Commissioner in terms of COIDA are made as and when they fall due for payment, for the duration of the Vehicle Operator Agreement.
- 10.2 The Mandatory shall ensure that its registration with the Compensation Commissioner shall be maintained for the duration of the Vehicle Operator Agreement.
- 10.3 The Mandatory's Registration number with Compensation Commission is as follows:
.....
- 10.4 In the event that the Mandatory is not registered with the Compensation Commission, it is required to register with the Department of Labour within a period of one month from the Commencement Date and submit proof of such registration to the Employer.

Signed at
Witness

on

2013
for the **City of Cape Town**

.....

.....

duly authorised and warranting such
authority

Signed at
Witness

on

2013
for

.....

.....

duly authorised and warranting such
authority

Annexe H

Payment Calculation Schedule**1. Calculation of Monthly Fixed Costs**

The calculation of the Monthly Fixed Costs is determined by the formula:

$$FC = FC \times 1 \text{ (one)}$$

where:

FC = Monthly Fixed Costs

2. Calculation of total Monthly Vehicle-related Costs for all 18m Vehicles, 12m Vehicles and 9m Vehicles:

$$VR = A \times B$$

where:

VR = the total Vehicle-Related Costs for such Month

A = the Monthly average number of Peak Vehicles.

B = the Monthly Vehicle-Related Rate

3. Calculation of total Monthly Driver-related Costs for 18m Vehicles, 12m Vehicles and 9m Vehicles:

$$DR = C \times D$$

where:

DR = the total Driver-Related Costs for such Month

C = the average number of Drivers required by the Operator for the relevant Month as calculated by the City's DIVA Software System multiplied by 1.1556

D = the Monthly Driver-Related Rate

4. Calculation of total Monthly Kilometre-related Costs for each 18m Vehicle, 12m Vehicle operating on the Airport Route, 12m Vehicle operating on Trunk Routes, 9m Vehicle and 6m Vehicle:**4.1 18m Vehicles**

$$\mathbf{KR18 = K18 \times VR18}$$

where:

KR18 = the total Kilometre-related Costs for such Month for the 18m Vehicles

K18 = the total Scheduled Operated Kilometres for the 18m Vehicles

VR18 = the Monthly 18m Vehicle Kilometre Rate

4.2 **12m Vehicles – Airport Route**

$$\mathbf{V12A = K12A \times VR12A}$$

where

V12A = the total Kilometre-related Costs for such Month for the 12m Vehicles on the Airport Route

K12A = the total Scheduled Operated Kilometres for such Month for the 12m Vehicles in respect of the Airport Route

VR12A = the Monthly 12m Vehicle Kilometre Rate in respect of the Airport Route

4.3 **12m Vehicles – Other Routes**

$$\mathbf{V12o = K12o \times VR12o}$$

where:

V12o = the total Kilometre-related Costs for such Month for 12m Vehicles in respect of Other Routes

K12o = the total Scheduled Operated Kilometres for such month for the 12m Vehicles in respect of the Other Routes

VR12o = the Monthly 12m Vehicle Kilometre Rate in respect of the Other Routes

4.4 **9m Vehicles**

$$\mathbf{V9 = K9 \times VR9}$$

where:

V9 = the total Monthly Kilometre-related Costs for the 9m

K9 = the total Scheduled Operated Kilometres for such Month for the 9m Vehicles

VR9 = the Monthly 9m Vehicle Kilometre Rate.

5. Calculation of payment for Guaranteed Kilometres, where Scheduled Kilometres are less than Guaranteed Kilometres in a given year:

The City shall pay an amount determined in accordance with the following formula:

$$M \times [(Kp \times K) + (Vp \times V) + (Dp \times D)]$$

where:

M = the mark-up of 15%

Kp = the percentage difference between the Scheduled Kilometres for the given year and the Guaranteed Kilometres

K = the weighted average Kilometre-related Rate applicable at the midpoint of the relevant year, it being determined across the 9m, 12m Airport, 12m Other and 18m Vehicles, weighted by the Allocated Kilometres for the Operator as set out in Table 1 in the Operator Specific Addendum, with 6m Vehicles deemed to be 9m Vehicles for purposes of this calculation

Vp = the percentage difference between the Peak Vehicles for the Guaranteed Kilometres (scheduled theoretically to determine these costs), and the Peak Vehicles for the Scheduled Kilometres for the relevant year

V = the Vehicle-related Rate applicable at the midpoint of the relevant year

Dp = the percentage difference between the number of Drivers for the Guaranteed Kilometres (scheduled theoretically to determine these costs), and the average number of Drivers per Month for the Scheduled Kilometres for the relevant year (as determined by the City's DIVA Software System)

D = the Driver-related Rate applicable at the midpoint of the relevant year

6. Calculation of payment where the Guaranteed Kilometres over the 12 year period of the Agreement exceeds the Scheduled Kilometres:

Upon the expiry of the 12 year period contemplated under this Agreement, where the Guaranteed Kilometres over such 12 year period of the Agreement exceeds the Scheduled Kilometres plus the difference between the annual Guaranteed

Kilometres and the annual Scheduled Kilometres, where applicable, the City will pay the Operator an amount determined as follows:

$$M \times [G - (S + L)] / G \times [V \times V_r + D \times D_r + K \times K_r]$$

where:

M = the mark-up of 15%

G = the total Guaranteed Kilometres over the period of the Agreement, being the monthly Allocated Kilometres multiplied by 144 Months

S = the total Scheduled Kilometres over the period of the Agreement

L = the aggregate of the Guaranteed Kilometre Shortfall regarding which an annual top-up was paid as provided for in paragraph 5 above over the period of the Agreement

V = the number of Peak Vehicles required to operate the Guaranteed Kilometres (determined theoretically by the City's [REDACTED] Software System to calculate these costs)

V_r = the average Vehicle-related Rate applicable to the 6th month of the last year of the Agreement, it being calculated across the 9m, 12m Airport, 12m Other and 18m Vehicles, weighted by the number of Peak Vehicles of the relevant Vehicle Type required to operate the Guaranteed Kilometres (determined theoretically by the City's [REDACTED] Software System to calculate these costs), with 6m Vehicles deemed to be 9m Vehicles for purposes of this calculation

D = the number of Drivers required to operate the Guaranteed Kilometres (determined theoretically by the City's [REDACTED] Software System to calculate these costs)

D_r = the Driver-related Rate applicable to the 6th month of the last year of the Agreement

K = the number of Guaranteed Kilometres per Month

K_r = the weighted average Kilometre-related Rate applicable to the 6th month of the last year of the Agreement, it being determined across the 9m, 12m Airport, 12m Other and 18m Vehicles, based on the Vehicles allocated to the Operator as set out in Table 1 in the Operator Specific Addendum

Annexe I

Costs Adjustment Schedule

1. For purposes of this Costs Adjustment Schedule:
 - 1.1 (o) means Base Month;
 - 1.2 (t) means the Month in which the cost adjustment is due to be implemented; and
 - 1.3 The different proportions to be utilised in the formulae below are as set out in the Operator Specific Addendum as applicable to the relevant year.

2. Fixed Costs

The Fixed Costs will be adjusted by a factor F determined by the formula below:

$$F = a + [b \times L(t)/L(o)] + [c \times CPI(t)/CPI(o)] + [d \times E(t)/E(o)] + [e \times CPI(t)/CPI(o)]$$

where:

a = the proportion of Fixed Costs not subject to adjustment

b = the proportion of Fixed Costs regarding the wages and benefits of personnel falling within the scope of the South African Road Passenger Bargaining Council (SARPBAC)

c = the proportion of Fixed Costs regarding the wages and benefits of personnel not falling within the scope of SARPBAC

d = the proportion of electricity costs

e = the proportion of other Fixed Costs

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

L(o) = 1

CPI(t) = the CPI for Month t

CPI(o) = the CPI for the Base Month

E(t) = the City of Cape Town small power user electricity tariff, per kWh for an installed capacity of 350 kVA, using 60,000 kWh per Month in Month t

E(o) = the City of Cape Town small power user electricity tariff per kWh for an installed capacity of 350 kVA, using 60,000 kWh per Month for the Base Month

3. Vehicle-related Costs

The Vehicle-related Costs will be adjusted by a factor V as determined by the formula below:

$$V = f + [g \times L(t)/L(o)] + [h \times CPI(t)/CPI(o)] + [j \times CPI(t)/CPI(o)]$$

where:

f = the proportion of Vehicle-related Costs not subject to adjustment

g = the proportion of Vehicle-related Costs regarding the wages and benefits of personnel falling within the scope of SARPBAC

h = the proportion of Vehicle-related Costs regarding wages and benefits of personnel not falling within the scope of SARPBAC

j = the proportion of other Vehicle-related Costs

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

L(o) = 1

CPI(t) = the CPI for Month t

CPI(o) = the CPI for the Base Month

4. Driver-related Costs

The Driver-related Costs will be adjusted by a factor D as determined by the formula below:

$$D = k \times [L(t)/L(o)] + [l \times CPI(t)/CPI(o)]$$

where:

k = the proportion of Driver-related Costs regarding Drivers' wages and benefits

l = the proportion of other Driver-related Costs

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

L(o) = 1

CPI(t) = the CPI for Month t

CPI(o) = the CPI for the Base Month

5. Kilometre-related Costs

5.1 18m Vehicles

The variable V18 will be adjusted as determined by the formula below:

$$V18 = [m \times D(t)/D(o)] + [n \times T(t)/T(o)] + [p \times PPI(t)/PPI(o)]$$

where:

m = the proportion of fuel costs of Kilometre-related Costs of 18m Vehicles

n = the proportion of tyre costs of 18m Vehicles

p = the proportion of other costs of 18m Vehicles, being Adblue, lubrication and maintenance

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

D(o) = the above for the Base Month

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre for the Base Month t

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

5.2 12m Vehicles

The variable V12 will be adjusted as determined by the formula below:

$$V12 = [q \times D(t)/D(o)] + [r \times T(t)/T(o)] + [s \times PPI(t)/PPI(o)]$$

where:

q = the proportion of fuel costs of Kilometre-related Cost of 12m Vehicles

r = the proportion of tyres costs of 12m Vehicles

s = the proportion of other costs of 12m Vehicles, being Adblue, lubrication and maintenance

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

D(o) = the above for the base year

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre for the Base Month t

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

5.3 9m Vehicles

The variable F9 will be adjusted as determined by the formula below:

$$V9 = [t \times D(t)/L(o)] + [u \times T(t)/T(o)] + [v \times PPI(t)/PPI(o)]$$

where:

t = the proportion of fuel costs of Kilometre-related Costs of 9m Vehicles

u = the proportion of tyres costs of 9m Vehicles

v = the proportion of other costs of 9m Vehicles, being Adblue, lubrication and maintenance

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 235/75 R17.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 235/75 R17.5 tyre for the Base Month

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

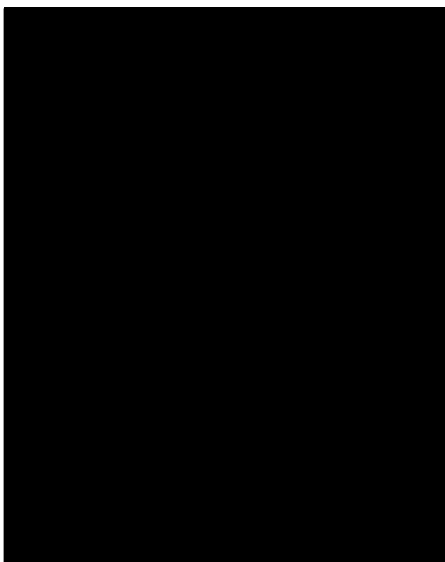
D(o) = the above for the Base Month

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

6. SARPAC adjustment

- 6.1 The City reserves the right to commission an independent study to determine whether the proportion of the employers who are members of SARPAC (or a relevant Chamber of SARPAC) who are paid for public transport services predominantly in terms of contracts with escalation clauses with labour components directly linked to salary increases in SARPAC is more than 50% of the employer body.

- 6.2 If the study so confirms, then the City reserves the right to activate a replacement of the reference to increases in SARPAC rates above by the increase in the labour index of SEIFSA (Table C3 Steel and Engineering Industries Federation of South Africa. "Index of Actual Labour Costs" SEIFSA Price and Index Pages).
- 6.3 In the above formulation, "The proportion of employers" refers to the proportion of members as measured in terms of their voting rights in terms of the constitution of SARPAC or the relevant chamber of SARPAC.
- 

Annexe J

Handover of City Vehicles Agreement

Agreement between

("the Operator")

And

("the Second Party")

In favour of the City of Cape Town ("the City")

WHEREAS the City has contracted with the Operator to provide Services in respect of the roll-out of the IRT System and has transferred City Vehicles to the Operator for the performance of such Services;

WHEREAS the Second Party has been contracted to provide other relevant Services to the City for the purpose as described below, using the City Vehicles that the City has provided to the Operator;

WHEREAS the City requires the Operator to make the City Vehicles available to the Second Party for the purpose of

WHEREAS the City has effected and maintains full comprehensive vehicle insurance of City Vehicles ("**Insurance**") and the Operator is liable to pay any excess payments payable in respect of a claim under the Insurance made in respect of City Vehicles while such vehicles are in the control of and being operated by the Operator;

NOW THEREFORE the parties hereby agree and record the following:

1. The Second Party shall be liable for reimbursement to the City for any excess payments payable by the City in respect of a claim under the Insurance made in respect of City Vehicles and in as far as such liability is not covered by such Insurance, to hold the City and/or Operator harmless in case of any damage to the City Vehicles and third party property while the City Vehicles are used by, or in the care or possession of the Second Party in terms of this agreement.
2. In this regard, the Second Party hereby indemnifies and holds the Operator and the City (and their respective employees, agents and representatives) harmless against any liability and/or expense which the Operator or the City may incur in connection with, or incidental to:
 - (a) any damage to any of the City Vehicles used by and damaged whilst in the care or possession of the Second Party to the extent:
 - (i) that such damage is not covered by the Insurance in respect of the City Vehicles; or
 - (ii) of any non-payment by the relevant insurance company of a claim under the Insurance in respect of the City Vehicles, save where such non-payment is attributable to an act or omission of the City;

- (b) any excess payments payable by the City in respect of a claim under the Insurance in respect of the City Vehicles used by and damaged whilst in the care or possession of the Second Party; and
- (c) any breach by the Second Party of the terms of this agreement.

3. The Second Party shall:

- 3.1 give at least 24 hours' notice to the City and the Operator of the need for City Vehicles for the purpose indicated above, which notice shall specify the number of City Vehicles required; and
- 3.2 provide details in writing to the Operator, 24 hours prior to the date the City Vehicles are to be collected from the Operator, of the representatives appointed by the Second Party to take control of the City Vehicles for the purpose above, with the intention that the relevant City Vehicles will be collected from the Operator's premises and returned to the Operator's premises, between 8:30am and 4:30pm on weekdays (taking into consideration that it takes 30 minutes to process the City Vehicles after these times). If City Vehicles are collected or returned outside of such hours, the Second Party shall be responsible to pay the City for the reasonable additional costs of the Operator, unless an authorized City representative has signed off on such different hours being acceptable. The City shall be liable for all costs that are incurred by the Operator with respect to overtime, weekend rates and public holiday rates in line with the relevant labour legislation and collective agreements that apply in respect of the Operator and its employees.

4. The Second Party shall ensure that:

- 4.1 an authorized representative of the Second Party (including an instructor of the Second Party) signs a Vehicle Transfer Log in confirmation of receipt of the relevant City Vehicles when the Operator gives the Second Party possession of the relevant City Vehicles for the purpose above;
- 4.2 the Vehicle Transfer Log, signed on behalf of the Second Party and by an authorized representative of the Operator, must record the details of the City Vehicles and a full description of any existing damage to the relevant City Vehicles at the time of possession being given to the Second Party;
- 4.3 on a daily basis, upon completion of tasks related to the purpose above, it returns the City Vehicles to the possession of the Operator;
- 4.4 when so returning the City Vehicles, the authorized representative of the Second Party shall record any damage to the City Vehicles sustained while the City Vehicles were in the care of the Second Party in the Vehicle Transfer Log and shall ensure that it is signed by a representative of the Operator as well; and
- 4.5 if any damage did occur to a City Vehicles while so under the care of the Second Party, the Second Party shall call upon the authorized City representative to inspect such City Vehicles and to confirm and sign off on the relevant damage having occurred while in the Second Party's care.

SIGNED AT ON THIS THE DAY OF

2013

Witnesses:

1. _____



2. _____

THE SECOND PARTY

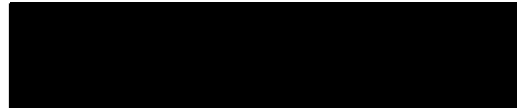
SIGNED AT ON THIS THE DAY OF

2013

Witnesses:

1. _____

2. _____



Annexe K

Vehicle Refurbishment Standards

A refurbished Vehicle shall comply with the following standards:

1. compliance with all the compulsory requirements (excepting rollover conforming to SABS 1563) as laid down by the latest requirements of the SABS, the Standards Act 29 of 1993 and /or the National Road Traffic Act and National Road Traffic Regulations are met in each and every instance and that a roadworthy certificate is mandatory for each vehicle to be used, including the following:

1.1 Body refurbished by a registered bus body builder:

- (a) Body refurbishment by a vehicle body repair and refurbishment supplier approved by the City;
- (b) Body superstructure conforming to SABS 1563: 1992 roll-over protection requirements;
- (c) New lights conforming to SABS 1046: head lights, front position, front end outline, identification, front rear and side indicators, rear position and stop, reverse, high-mounted stop, rear end outline, number plate;
- (d) Replace interior lights and fittings as required;
- (e) Rear reflectors, and side reflectors (where fitted) conforming to SABS 1046;
- (f) Chevron conforming to SABS 1329;
- (g) Seats and anchorages conforming to SABS 1564; All passenger seats to be removed, recoated and reupholstered;
- (h) Seat belts on all unprotected seats conforming to SABS 1080/1430;
- (i) Class II rear view mirrors conforming to SABS 1436;
- (j) Laminated windscreen/s to SABS 1191, shatterproof windows to SABS 1193, and refurbish slider windows;
- (k) partitions conforming to SABS 1193/1472;
- (l) Wheel arch rubber replacement, wiper reconditioning and replacement of relevant parts;
- (m) All regulatory and system signage to be replaced by new signs of same specification, or amended as per new regulations; and
- (n) Re-rubberise chassis underside after repair and fitment of floor;
- (o) Floor covering to be removed to inspect floor support structure – repair structure and replace floor covering;
- (p) Remove inside bulkhead cladding in strategic locations for frame inspection and replace;
- (q) Remove window frame covers and inspect body frame around glued windowpanes for damage. Repair if water leakage is found at windows;
- (r) Reseal roof joints and front and rear glass;
- (s) Replace handrail straps;
- (t) Repaint vehicle inside and outside. All vehicles buses to be repainted outside twice during the contract period, to be funded from the Provision for Vehicle Refurbishment;
- (u) All steps and floors to be re-covered with non-slip material to maintain original quality;

- (v) All trap doors giving access to equipment should be solidly constructed and fitted.
- (w) Removal of elements of the floor and the inner and outer cladding of the body as is required to facilitate close *in situ* examination of the superstructure framing, including the repair of the superstructure framing and fitting of new cladding and floor beading and floors to the extent that this is required to reinstate the original quality and finish;
- (x) Corrosion treatment.

1.2 Electrical and electronic:

- (a) Electrical wiring to be reworked and be in safe working order, including all wiring feeding equipment. Repair and replace where necessary.
- (b) Electronic destination displays and other electronic components installed as part of the vehicle as delivered by the original tender for vehicle supply to be inspected and should be in safe working order, and to be repaired and replaced where necessary.

1.3 Mechanical and chassis:

- (a) Chassis to be inspected *in situ*;
- (b) No cracks are allowed in chassis structure or mounting brackets. Cracked chassis members and mounting brackets to be replaced to OE supplier standards. This includes all superstructure fixtures;
- (c) Bent chassis members to be straightened;
- (d) Suspension to be checked and airbags replaced where required;
- (e) Air reservoirs and fuel tanks to be cleaned;
- (f) Fuel pipes to be renewed;
- (g) Air lines to be renewed;
- (h) Doors and door opening mechanisms and related equipment, including pneumatics, clips and locks, to be reconditioned to OEM specifications, including replacement of door rubbers, pivots, hinges, rams and bushes;
- (i) Equipment communicating with station doors be reconditioned to OEM specifications;
- (j) Boarding bridges and related components to be reconditioned to OEM specifications;
- (k) Regarding a 18m Vehicle, the articulation components must be reconditioned to OEM specifications;
- (l) Corrosion treatment.

Annexe L

Specific maintenance provisions in respect of 9m Vehicles

1. The maintenance obligations set out in the Agreement, shall not apply in relation to maintenance of the 9m Vehicles.
2. In terms of the [REDACTED] between the City and [REDACTED] maintenance and servicing of all vehicles (chassis and body) must be carried out by Busmark and/or its subcontractor over an initial 3 year period or 240 000 km, whichever comes first. It is recorded that the [REDACTED] FMA (including annexures) has been provided to the Operator and the Operator, by its signature hereto, acknowledges such receipt.
3. The [REDACTED] FMA includes a comprehensive preventative maintenance plan. Specific maintenance included will be as Original Equipment Manufacturer (OEM) maintenance and services specifications, inclusive of mechanical, electrical, body and tyre.
4. The [REDACTED] FMA excludes maintenance or repairs required due to abuse, incidents, accidents and these are for the Operator's account. Where the [REDACTED] FMA excludes responsibility of [REDACTED], the Operator will be liable for the relevant risk, maintenance or work.
5. The maintenance obligations and of ancillary services & equipment supplied, are summarised in Table 1 below.
6. The Operator will receive free of charge from Busmark the following tyres and spare parts for each Vehicle after which the Operator will be liable for the cost of subsequent replacements:
 - 6 new tyres;
 - 4 brake pads; and
 - 4 brake discs;and Busmark will return used tyre casings to the Operator.
7. Service and maintenance intervals are based upon OEM specifications combined with technical information and experience as gained through years of supplying maintenance [REDACTED]

services to various organizations in South Africa. Maintenance intervals are arranged as to provide the Optare, "Rota", 6 week, maintenance schedule as well as a Monthly inspection service set up by [REDACTED] Lubrication services and other servicing (perishable) items, are based upon operational conditions and general bus housekeeping.

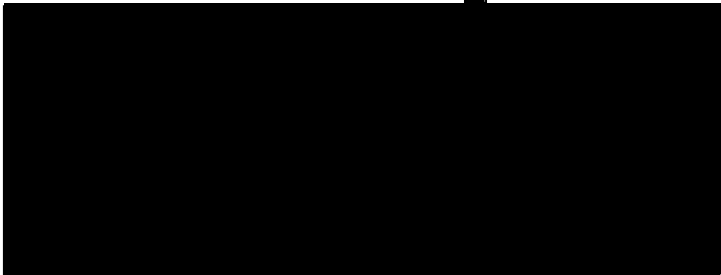
8. Brake testing falls outside the scope of the [REDACTED] FMA and must be carried out by the Operator every 5000km at its own cost.
9. Lubrication Maintenance: Lubrication maintenance will be conducted according to the manufacturer operational prescriptions.
10. Defect Maintenance: Bus Drivers will notify the workshop of any defects by completing a dedicated defect book at the depot. Workshop seniors are required to regularly check the defect book for any defects and thus attend to such defects with immediate action. Defect repairing procedures will be similar to those that are scheduled / planned for normal maintenance.
11. Breakdown Management: Breakdown teams will be planned as to be on 24 hour standby in case of any breakdown or unplanned urgent maintenance work. Technicians on standby will be reachable by cellular and/or two way radio communication.

Table 1 Maintenance obligations and summary of ancillary services & equipment supplied

Vehicle Acquisition	Group 4
Vehicle Type	Feeder Service Buses
Chassis model	Optare Solo SR
Body model	8,9m
Number ordered	221
Supplier	[REDACTED]
Date acquired	Delivery to commence in May 2012 Balance to be delivered over 12/13 Months.
Warranty	5 year warranty from Deemed Date of Delivery
Maintenance Plan/OME Service Plan:	OEM 3 year or 240 000km service and maintenance plan on chassis and bodywork components. City to extend to 5 years from Commencement Date of Operator's Agreement with an option to extend to 6 years should the City elect to tender the work
OEM performance penalty	Performance penalty: Extension to maintenance plan (i.e. non-financial)
Service / repair location	Initial Maintenance Period: Two weekly inspections: At VOCs Depot Rota services at Stables Depot Repairs: [REDACTED] then at new premises After Expiry of Initial Maintenance Period: Location to be proposed by the Operator for



Vehicle Acquisition	Group 4
	agreement by the City
Training of maintenance and repair personal	To be conducted at Stables Depot during Initial Maintenance Period. The Operator is to provide trainees at their cost – cost of training to be borne by 



Annexe M**List of Recognised Financial Institutions**

1. For purposes of the Performance Guarantee, the following financial institutions have been reviewed and approved by the City's executive director for finance ("CFO") as Recognised Financial Institutions:

1.1 National Banks:

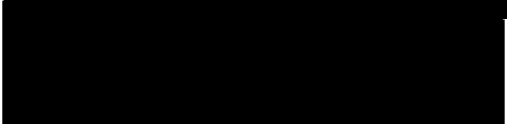
- 1.1.1 ABSA Bank Limited;
- 1.1.2 Development Bank of Southern Africa;
- 1.1.3 FirstRand Bank Limited;
- 1.1.4 Gensec Bank Limited;
- 1.1.5 Industrial Development Corporation of South Africa;
- 1.1.6 Infrastructure Finance Corporation;
- 1.1.7 Investec Bank Limited;
- 1.1.8 Land & Agricultural Bank of SA;
- 1.1.9 Mercantile Bank Limited;
- 1.1.10 Nedbank Limited;
- 1.1.11 Standard Bank of South Africa Limited;

1.2 International Banks (with branches in South Africa):

- 1.2.1 Barclays Bank plc;
- 1.2.2 Citibank n.a;
- 1.2.3 Commerzbank Aktiengesellschaft;
- 1.2.4 Credit Agricole Corporate and Investment Bank;
- 1.2.5 Deutsche Bank AG;

- 
- 1.2.6 JP Morgan Chase Bank;
- 1.2.7 Societe Generale;
- 1.2.8 Standard Chartered Bank;
- 1.3 Insurance Companies
- 1.3.1 ABSA Insurance;
- 1.3.2 AIG South Africa;
- 1.3.3 Auto & General;
- 1.3.4 Coface s.a;
- 1.3.5 Compass Insurance Co;
- 1.3.6 Constantia Insurance Co;
- 1.3.7 Credit Guarantee Insurance Co.;
- 1.3.8 Etana Insurance Company Ltd;
- 1.3.9 Guardrisk Insurance Co.;
- 1.3.10 Home Loan Guarantee Co.;
- 1.3.11 Lion of Africa Insurance Co.;
- 1.3.12 Lombard Insurance;
- 1.3.13 Mutual & Federal Insurance Co.;
- 1.3.14 New National Assurance Co.;
- 1.3.15 Regent Insurance Co.;
- 1.3.16 Renasa Insurance Company Ltd;
- 1.3.17 Santam Limited;
- 1.3.18 Zurich Insurance Co,
- 

which approved list may be accessed at
http://www.capetown.gov.za/en/Treasury/Documents/Contract_Sureties_Apr2012.pdf and



[REDACTED]

reviewed and updated by the CFO from time to time, it being recorded that the abovementioned list has been reviewed and updated on 17 April 2012.

[REDACTED]

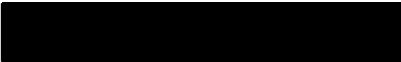
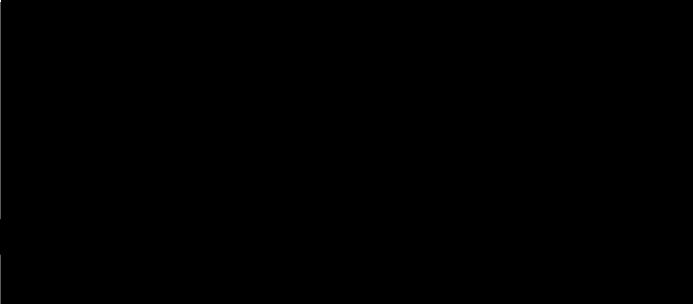
Annexe N

Performance Guarantee Template

To:

City of Cape Town
Civic Centre
12 Hertzog Boulevard
8001 Cape Town

1. We,, (recognised financial institution) hereby expressly, irrevocably and unreservedly undertake and guarantee as principle obligor on behalf of (hereafter referred to as the Operator) that in the event that the City of Cape Town ("**Beneficiary**") submits a written demand to us stating that the Operator has not performed according to the any of its obligations under the vehicle operator agreement concluded between the Beneficiary and the Operator on or about [●] 2013 ("**Agreement**"), we will pay you on demand and without demur, any sum up to a maximum of Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment within 7 business days from receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between the Beneficiary and the Operator, or any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. Unless a demand under this guarantee is made in writing on or before the expiry date as provided hereafter or unless this guarantee is extended by us at the request of the Operator, all the Beneficiary's rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
5. This guarantee shall be a continuing guarantee (which means the guarantee will also be valid if the bank is in liquidation or bankruptcy) and shall not be discharged by any change in the constitution of [insert name of institution] or in the constitution of the Operator
6. This guarantee will expire on

- 
7. Please return this letter of guarantee immediately after our liability thereunder has ceased to be valid.
 8. It is expressly recorded that in the event that payment is made in terms of this guarantee to the Beneficiary, the Operator will have 14 calendar days in which to reinstate the full amount of this guarantee.
 9. Unless expressly agreed our liability under the Performance Guarantee shall not be reduced by reason of any partial performance of the Agreement between the Operator and the Beneficiary.
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Annexe O

Co-operation Agreement

.....
 ("Operator")
 and

 ("Advertising Management Contractor")

1. Interpretation and Definitions

- 1.1 In this Co-operation Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.1.1 **"Advertising Management Agreement"** means an agreement concluded between the City and the Advertising Management Contractor pursuant to tender no 493C/2010/11;
- 1.1.2 **"City"** means the City of Cape Town, a metropolitan municipality of Civic Centre, 12 Hertzog Boulevard, Cape Town, or its successor-in-title or assigns;
- 1.1.3 **"Co-operation Agreement"** means this co-operation agreement;
- 1.1.4 **"MyCiTi Infrastructure"** means the vehicles, depots, stops and staging areas used by the Operator for the provision of the services for the *MyCiTi* Project;
- 1.1.5 **"MyCiTi Project"** means the City's Integrated Rapid Transport system;
- 1.1.6 **"Operator"** means [insert name of operator] Proprietary Limited, registration number [insert registration number] appointed by the City to operate the IRT Project;
- 1.1.7 **"Parties"** means the Operator and the Advertising Management Contractor; and
- 1.1.8 **"Vehicle Operator Agreement"** means the agreement entered into between the Operator and the City in and during 2013 for the provision of public transport and other services in relation to the *MyCiTi* Project.
- 1.2 Unless inconsistent with the context, the words and expressions defined in the Advertising Management Agreement entered into between the

Advertising Management Contractor, where they appear in this Co-operation Agreement, have the same meaning.

2. Recordal

- 2.1 The City and the Advertising Management Contractor have entered into the Advertising Management Agreement pursuant to tender number 493C/2010/11.
- 2.2 The Operator has entered into the Vehicle Operator Agreement with the City for provision of public transport and other services.
- 2.3 The Parties have agreed to co-operate for purposes of fulfilling their obligations in terms of the Vehicle Operator Agreement and the Advertising Management Agreement, respectively.
- 2.4 The Advertising Management Contractor shall provide the Operator with reasonable notice, requesting access to the relevant *MyCiTi* Infrastructure for purposes of erecting, installing, maintaining and/or repairing advertisements on various advertising sites including any necessary maintenance thereof.
- 2.5 The Operator shall ensure that the *MyCiTi* Infrastructure is available and that reasonable access is granted to the Advertising Management Contractor and its duly authorised representatives, employees or sub-contractors.
- 2.6 Upon completion by the Advertising Management Contractor of its obligations in terms of the Advertising Management Agreement, the authorised representatives of the Parties shall record any damage caused to the *MyCiTi* infrastructure while under the management and control of the Advertising Management Contractor or its employees, contractors and/or agents.
- 2.7 The Operator shall be obliged to repair any such damage caused by the Advertising Management Contractor to the *MyCiTi* Infrastructure and recover such costs incurred directly from the Advertising Management Contractor.
- 2.8 The Operator shall be obliged to ensure that the cost of necessary repair to the *MyCiTi* Infrastructure is reasonable. In amplification hereof, the Operator shall submit two quotations to the Advertising Management Contractor prior to making any repairs to the damaged *MyCiTi* Infrastructure and the parties shall reach agreement on the final cost thereof. All repairs to the *MyCiTi* Infrastructure shall be conducted only by such contractors pre-approved by the City.

- 2.9 In the event that the Parties fail to agree on the quotations submitted in terms of 2.8 above or any dispute arises from the submission of the quotations within 7 days of submission, such dispute shall be referred to the City for final determination. In this regard, the City shall act as arbitrator and not mediator and its decision shall be final and binding on the Parties.

Signed at
Witness

on this day of
for Operator

2013

.....

.....
duly authorised and warranting such authority

Signed at
Witness

on this day of 2013

for Advertising Management Contractor

.....

.....
duly authorised and warranting such authority

