

# TENDER NO. 194C/2020/21



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

SCM - 515

Approved by Branch Manager: 03/04/2020

Version: 4

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## FRAMEWORK CONTRACT DOCUMENT

FOR THE

### TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN

**Framework Contract Period:** 60 Months from the Start Date

## VOLUME 3: DRAFT CONTRACT

<b>ISSUED BY:</b>
DIRECTOR: BULK SERVICES DIRECTOR: RETAIL SERVICES DIRECTOR: TECHNICAL SERVICES
OF THE WATER AND SANITATION DEPARTMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001

<b>For official use.</b>
TENDER SERIAL No.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
1.
2.
3.

NOVEMBER 2020

<b>NAME OF TENDERING ENTITY</b>	
<b>EMAIL ADDRESS OF TENDERING ENTITY</b>	
<b>FAX NUMBER OF TENDERING ENTITY</b>	
<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause C.2.12)	
<b>Alternative Offer</b> (see clause C.2.12)	

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## Part C1: Agreements and Contract Data

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C1      **Agreements and Contract Data CITY OF CAPE TOWN**

**WATER AND SANITATION**

**CONTRACT NO. 194C/2020/21**

**Contract**  
**Part C1: Agreements and Contract Data**  
**Reference No. 194C/2020/21**

## C1.2 Contract Data

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

#### GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### **Clause 1:**

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

The **Employer** is the **CITY OF CAPE TOWN**.

*Add the following new definitions:*

**"Framework Contract"** means the Contract as defined in Clause 1 of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015).

**"Framework Contract Period"** means the period 60 months from the Start Date.

“**Framework Contract Manager**” (for each branch)” means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the is notified, in writing, to act as Framework Contract Manager for the particular branch for the purposes of the Contract as substitute for the Framework Contract Manager so named.

The function of the Framework Contract Manager is to administer the Framework Contract, and such functions as would normally fall to the Employer’s Agent/Engineer/Principal Agent in accordance with the provisions of the Framework Contract, shall be undertaken by the Framework Contract Manager in this regard.

The Framework Contract Manager shall be an employee of the Employer, authorised as its representative to administer the Framework Contract, and all references to Employer’s Agent/Engineer/Principal Agent in the Contract shall apply to the Framework Contract Manager in respect of his/her administering the Framework Contract.

The Framework Contract Managers are:

Branch:	<b>Bulk Water</b>	Branch:	<b>Catchment Stormwater and River Management</b>
Name:	Mr Mike Greener	Name:	Mr Anver Seconds
Postal address:	Water and Sanitation Department Private Bag X98 Bellville, 7535	Postal address:	Water and Sanitation Department Private Bag X98 Bellville, 7535
Cellphone No.:	073 174 8127	Cellphone No.:	083 390 4936
E-mail:	<a href="mailto:mike.greener@capetown.gov.za">mike.greener@capetown.gov.za</a>	E-mail:	<a href="mailto:anver.seconds@capetown.gov.za">anver.seconds@capetown.gov.za</a>
Branch:	<b>Engineering and Asset Management</b>	Branch:	<b>Reticulation</b>
Name:	Mr Berend Jager	Name:	Mr Sarel Beets
Postal address:	Water and Sanitation Department Private Bag X98 Bellville, 7535	Postal address:	Water and Sanitation Department Private Bag X98 Bellville, 7535
Cellphone No.:	072 323 3016	Cellphone No.:	074 538 9443
E-mail:	<a href="mailto:berend.jager@capetown.gov.za">berend.jager@capetown.gov.za</a>	E-mail:	<a href="mailto:sarel.beets@capetown.gov.za">sarel.beets@capetown.gov.za</a>
Branch:	<b>Wastewater Treatment</b>		
Name:	Mr Keith Olsen		
Postal address:	Water and Sanitation Department Private Bag X98 Bellville, 7535		
Cellphone No.:	084 609 8668		
E-mail:	<a href="mailto:keith.olsen@capetown.gov.za">keith.olsen@capetown.gov.za</a>		

Add the following to the definition of **Key Persons**:  
Key personnel shall have the same meaning as Key Persons.

Replace the term **Period of Performance**:  
Replace the term Period of Performance with the term **Framework Contract Period** (as defined above)

Add the following to the definition of **Project**:  
The project is the **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN**

Add the following new definitions:

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

“Purchase Order” means the official purchase order created and released on the City of Cape Town’s SAP System.

“Schedules of Rates” means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile a quotation for Professional Services to be rendered for each Works Project.

“Standby Service Provider” means either “Standby Service Provider 1” or “Standby Service Provider 2”

“Standby Service Provider 1” means the highest ranked eligible (subject to Clause C.1.6.1 (b) in the Tender Data) Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the “Winner” declines/refuses a Works Project or unless the Employer considers the “Winner” not to be performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

“Standby Service Provider 2” means the highest ranked eligible (subject to Clause C.1.6.1 (b) in the Tender Data) Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the “Winner” and “Standby Service Provider 1” declines/refuses a Works Project or unless the Employer considers the “Winner” and “Standby Service Provider 1” not to be performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

“Winner” means the highest ranked eligible (subject to Clause C.1.6.1 (b) in the Tender Data) Service Provider appointed by the Employer under the Framework Contract who will be allocated work as and when a Works Project arises for the duration of the Framework Contract Period.

“Works Project” means a part of the Works to be performed (task) by a Service Provider under the Contract, the specific terms, conditions and scope of the Works Project contract being specified in a Works Project Contract Brief.

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

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

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

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

Add the following definition:

### **Clause 3.1**

Delete the heading and replace with “**Governing law and policies**”

Add the following at the end of clause 3.1

#### Supply Chain Management Policy

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

### **Clause 3.2**

Replace the words “time for completion” with “Framework Contract Period”.

### **Clause 3.4 and Clause 4.3.2:**

Add the following:

The authorised and designated representatives of the Employer are the Directors of Bulk Services, Retail Services and Technical Services of the Water and Sanitation Department.

The address for receipt of communications is:

Branch	<ul style="list-style-type: none"> <li>◆ Bulk Water</li> <li>◆ Catchment Stormwater and River Management</li> <li>◆ Wastewater Treatment</li> </ul>	Engineering and Asset Management	Reticulation
Department	Bulk Services	Technical Services	Retail Services
Email	michael.killick@capetown.gov.za	zolile.basholo@capetown.gov.za	mbali.matiwane@capetown.gov.za

Postal Address: Private Bag X98  
BELLVILLE  
7535

Physical Address: Bellville Water and Sanitation Head Office  
Corner of Voortrekker Road and Mike Pienaar Boulevard  
BELLVILLE  
7535

**Clause 3.4.1:**

*Add the following to the first sentence:*

... , and may be given as set out hereunder and shall be deemed to have been received when: a) hand delivered - on the working day of delivery  
b) sent by registered mail - five (5) working days after mailing  
c) sent by email or telefax - one (1) working day after transmission

**Clause 3.5:**

*Add the following:*

The location for the performance of the Project will be the **Local Office** of the Service Provider, together with the sites of the proposed projects. The local office must be in the Cape Metropolitan area or within a radius of 60 km from the Water and Sanitation Head Office, Bellville. If the Service Provider does not have a local office, they will be required to establish a local office within 2 (two) months of the Start Date. All communication with the Employer will flow through this local office. This local office may belong to the Service Provider or any of his Joint Venture partners or sub-consultants.

Key personnel will be expected to work out of the local office for the full duration of the Framework Contract as the exigencies of this contract require.

**Clause 3.8.1:**

*Add the following new paragraph:*

The Employer reserves the right to reduce, increase or cancel individual Works Projects. This shall be done without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard.

**Clause 3.9.1:**

*Add the following after f):*

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

**Clause 3.9.2:**

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

*Add the following at the end of the clause:*

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

**Clause 3.9.3:**

*Delete the clause and replace with the following:*

The Employer shall assess the changes to the estimated fee (per Works Project) proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

**Clause 3.12**

*Delete the heading and replace with "Penalties and fines"*

**Clause 3.12.1 Add**

*the following:*

Failure to establish a Local Office within 2 (two) months of the Contract Start Date (refer to clause 3.5 of the Contract Data above):

Failure to establish a Local Office within 2 (two) months of the Contract Start Date will result in the implementation of penalties.

- The penalty amount for every day for which the Local Office is not established and functional is R5 000 with no limit.
- The minimum 'functional' requirement is for the Key Personnel (required for the Works Projects) to be established together with the necessary physical resources.
- A Breach Notice will be issued if the Local Office is not established by the due date with the requirement that the matter be remedied within 14 days or such time as agreed to by the Employer.
- No further Works Project Briefs will be issued if the Local Office is not established and functional within 2 (two) months of the Contract Start Date.
- Should the Employer consider the local office not to be functional at any stage during the course of the contract, the Employer will notify the Service Provider accordingly and issue a Breach Notice.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

Failure to meet deliverable or milestone date (as defined in the agreed Works Project proposal):

Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.

- The penalty amount per day for each deliverable/milestone is R2 000 (to a maximum of 42 days - R84 000).
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

*Add the following after 3.12.2*

**Clause 3.12.3**

The Employer may impose the following additional penalties or fines:

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

**Clause 3.15.1:**

*Add the following:*

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

**Clause 3.16.2:** Replace the words "in which the start date falls" with "prior to the closing date of the tender".

*Add the following:*

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

**Clause 4.7:**

*Delete the clause and replace with:*

The Employer shall pay the Service Provider in accordance with the provisions of the Contract.

*Add the following clause after Clause 4.7:*

**Clause 4.8 Procedure for the allocation of Works Projects**

The Employer will provide the Service Provider with a scope/project brief and any specific terms and conditions (such as time frames/milestones) for a particular Works Project. The Employer reserves the right to plan and effect individual Works Projects at its sole discretion and subject to the availability of funding. The Employer also reserves the right to increase or decrease the scope of work at its sole discretion.

If the "Winner" declines the Works Project due to lack of capacity at that time, the Employer reserves the right to offer the Works Project to the "Standby Service Provider 1".

If the “Standby Service Provider 1” declines the Works Project due to lack of capacity at that time, the Employer reserves the right to offer the Works Project to the “Standby Service Provider 2”.

If, in the opinion of the Employer, the “Winner” is:

- (a) not performing on an existing the Works Project/s; or
- (b) is lacking capacity or the necessary skills for a particular Works Project; or
- (c) if the proposal on a Works Project is unsatisfactory (after consultations), then

the Employer reserves the right to offer the Works Project to the “Standby Service Provider 1”.

If, in the opinion of the Employer, the “Standby Service Provider 1” is:

- (a) not performing on an existing the Works Project/s; or
- (b) is lacking capacity or the necessary skills for a particular Works Project; or
- (c) if the proposal on a Works Project is unsatisfactory (after consultations), then

the Employer reserves the right to offer the Works Project to the “Standby Service Provider 2”.

The procedure for the allocation of Works Projects is described in detail at the end of this Part 1: Contract Data provided by the Employer.

#### **Clause 5.1.1**

*Add the following*

The Services to be performed will be defined in terms of the Works Projects.

The procedure for the allocation of Works Projects are described in Clause 4.8 above.

The Service Provider will respond to the Works Project Brief with a Works Project Proposal

The Employer reserves the right to reduce the scope of work of a Works Project or cancel a Works Project based on the Non-performance of the Service Provider.

*Add the following after Clause 5.1.2:*

**Clause 5.1.3** Failure to perform (Non-performance) by the Service Provider on a Works Project would include (but not be limited to) the following:

- Repeated inadequate Works Project Proposals (including methodology, resources availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
- Failure to provide adequate and appropriate resources;
- Repeated failure to adhere to the agreed programme or time frames/milestones,
- Repeated failure to submit reports, drawings or other documents by the agreed dates;
- Repeated errors or significant design or construction monitoring errors;
- Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme; □ Combinations of the above.

(a) If the “Winner” does not remedy a failure in the performance of their duties under the Works Project within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Project;
- Cancel the Works Project;
- Offer the Works Project in question and/or subsequent Works Projects to the “Standby Service Provider 1”.

(b) If the “Standby Service Provider 1” does not remedy a failure in the performance of their duties under the Works Project within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Project;
- Cancel the Works Project;



- Offer the Works Project in question and/or subsequent Works Projects to the “Standby Service Provider 2”.

**Clause 5.4.1:**

*Add the following:*

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

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

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

**Clause 5.4.2 Add**

*the following:*

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

*Add the following clause after Clause 5.4.2:*

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

**Clause 5.5:**

*Add the following:*

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

- Replacing any of the key and additional personnel listed at the time of tender.
- Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- Making a material change, addition or omission from the approved designs.
- The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of the contingency allowance of a construction contract, increasing the contract value for that construction contract or awarding any additional time for that construction contract as detailed in the relevant contract conditions.
- Permitting advance payment for items not listed in the Advance Payment Schedule.
- Nominating the Employer’s Agent/Engineer/Principal Agent or their respective representatives (as applicable) in terms of the relevant Conditions of Contract.
- Authority of the Employer’s Agent/Engineer/Principal Agent to delegate.
- Granting permission to work during non-working times in terms of the relevant Conditions of Contract.
- Suspend the progress of the works in terms of the relevant Conditions of Contract.
- The issuing of an instruction to accelerate progress in terms of the relevant Conditions of Contract.
- Approval of any other Additional and Specialist Services and their respective costs/hourly rates.

**Clause 6.4:**

*Add the following clause after Clause 6.3:*

**6.4 Conflict of interest**

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

**Clause 7.1.2**

*Add the following:*

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

**Clause 7.2.1:**

*Add the following:*

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel (Key personnel and additional personnel) on Schedules 11, 11A and 18, in Part T2.2: Returnable Schedules.

**Clause 8.1:**

*Add the following:*

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

**Clause 8.4.1:** *Delete “thirty (30)” in the second line of Clause (c) and replace with “fourteen (14)”*

*Delete “or” at the end of Clause 8.4.1(d) and add the following five clauses after Clause 8.4.1(e):*

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
  - (i) reports of poor governance and/or unethical behaviour;
  - (ii) association with known family of notorious individuals;
  - (iii) poor performance issues, known to the Employer;
  - (iv) negative social media reports; or
  - (v) adverse assurance (e.g. due diligence) report outcomes.;

**Clause 8.4.3(c):**

*Add the following:*

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

**Clause 8.4.4:**

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

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

*Add the following after clause 8.4.5:*

**Clause 8.4.6**

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

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

**Clause 9:**

*Delete the clause and replace with the following:*

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:

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

**Clause 11.1:**

*Add the following:*

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

**Clause 12.1.2:**

*Add the following:*

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

**Clause 12.2.1:**

*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators Southern Africa.

**Clause 12.2.4:**

*Add the following:*

Final settlement is by **litigation**.

**Clause 12.3.3:**

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators Southern Africa.

**Clause 13.1:**

*Add the following clause after Clause 13.1.3:*

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

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

**Clause 13.4:**

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

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

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

**Clause 13.7.3:**

*Add the following clause after Clause 13.7.2:*

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

**Clause 14.5:**

*Add the following new clause after Clauses 14.4:*

**Clause 14.5: Tax Invoices**

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

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

**Clause 14.6: More frequent payments**

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

**Clause 15:**

*Add the following:*

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

**PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS**

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with Clause 4.8 in the Contract Data and the Process Diagram for Allocation of Works Projects below. These procedures include the development of a Works Project Brief, applying the tendered rates in order to arrive at a quote and compiling a preliminary programme and scope of works from the Service Provider.

The procedures are summarised under the steps below:

Step 1 The Employer's Framework Contract Manager together with the Employer's Project Manager for the project compiles a Works Project Brief and any terms and conditions associated for a particular works project. This Works Project Brief outlines the broad details of the project and includes, but is not limited to:

- Reference drawings, plans and other information.
- Time frames/milestones and a required completion date.

Step 2 The Employer issues the Works Project Brief to the designated representative of the "Winner". If, at this stage the "Winner" declines the work, the Employer reserves the right to consider the "Standby Service Provider 1" for this particular works project.

Step 3 If the "Winner" accepts the work, a project briefing session/site meeting is organised.

Step 4 After the project briefing session/site meeting, the Service Provider will provide the Employer with an estimated cost for the preparation of a Works Project proposal. Once accepted/acknowledged, the "Winner"/"Standby Service Provider" prepares and submits a Works Project Proposal (within the specified time) for approval by the Employer which includes the following documents:

- i) The Scope of the works;
- ii) A methodology - extent of methodology required will be dependent on scope of work (as advised by Employer);
- iii) A programme of the work;
- iv) Agreed time frames/milestones;
- v) Proposed resources (project team);
- vi) A list of CVs for each of the project team members, their company's name and the company's BBBEE status level;
- vii) Resource-based costing; (ie. tasks, staff allocation, hours and rates)
- viii) A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

Step 5 Following submission of these documents, the Employer will review the Works Project proposal.

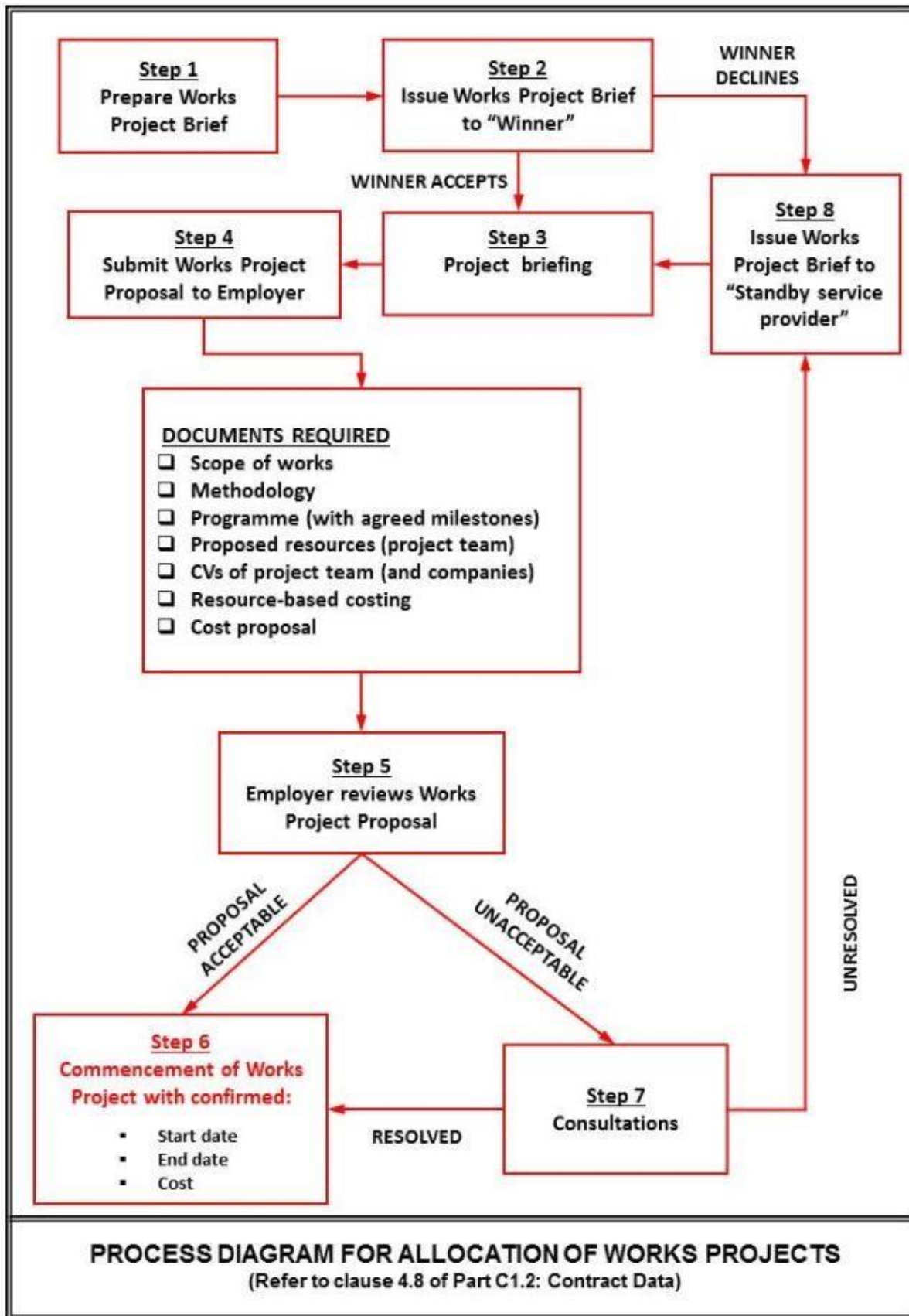
Step 6 If the Works Project proposal is satisfactory, the Employer will notify the "Winner" in writing to commence with the work. The Employer will confirm the start and end date for the Works Project and the associated cost. All work undertaken on the Works Project, prior to this approval, will be at the Service Provider's cost.

Step 7 If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Winner").

- If consultations are resolved, the Works Project proposal must be revised by the "Winner" and submitted to the Employer for final approval. On approval, the Employer will then inform the "Winner" in writing to commence with the work as for Step 6 above.
- If consultations are unresolved, the Employer reserves the right to consider appointing "Standby Service Provider 1". The Employer will inform the "Winner" in writing, giving reasons for the decision.

#### PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS (CONTINUED)

- Step 8 The Employer will issue the Works Project Brief to the “Standby Service Provider 1”.
- If, at this stage the “Standby Service Provider 1” declines the work, the Employer reserves the right to consider appointing “Standby Service Provider 2” or an alternative procurement method for this particular works project.
  - If the “Standby Service Provider 1” accepts the work, a Works Project Proposal will be submitted as per Step 4 above then Step 9 below.
- Step 9 Following submission of the documents, the Employer will review the Works Project Proposal from “Standby Service Provider 1”.
- Step 10 If the Works Project proposal is satisfactory, the Employer will notify the “Standby Service Provider 1” in writing to commence with the work. The Employer will confirm the start and end date for the Works Project and the associated cost. All work undertaken prior to this approval will be at the Service Provider’s cost.
- Step 11 If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and “Standby Service Provider 1”).
- If consultations are resolved, the Works Project proposal must be revised by the “Standby Service Provider 1” and submitted to the Employer for final approval. The Employer will then inform the “Standby Service Provider 1” in writing to commence with the work as for Step 10 above.
  - If consultations are unresolved, the Employer reserves the right to consider appointing “Standby Service Provider 2” or an alternative procurement method for this particular works project. The Employer will then inform the “Standby Service Provider 1” in writing, giving reasons for the decision.
- Step 12 Proceed to Step 8 and repeat Steps 8, 9,10 and 11 with “Standby Service Provider 2”



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 194C/2020/21

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN

### C1.3 Occupational Health and Safety Agreement

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

..... ,  
(Service Provider/Mandatory/Company/CC Name)

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

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

Signed at .....on the.....day of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the.....day of.....20 ....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town



**Contract**  
**Part C1: Agreements and Contract Data**  
**Reference No. 194C/2020/21**  
**CITY OF CAPE TOWN**

**C1.3**  
**Health and Safety Agreement**

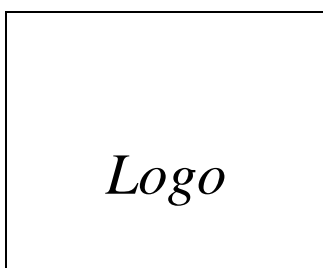
**WATER AND SANITATION**

**CONTRACT NO. 194C/2020/21**

**TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN**

### **C1.4 Insurance Broker's Warranty**

Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

**CONTRACT NO.:** 194C/2020/21

**CONTRACT TITLE:** **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN**

**NAME OF CONTRACTOR:** \_\_\_\_\_

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

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

Yours faithfully

\_\_\_\_\_ Signed:

For: \_\_\_\_\_

**Contract**  
**Part C2: Pricing Data**  
**Reference No. 194C/2020/21**

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**C1.4**  
**Insurance Broker's Warranty**

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## Part C3: Scope of Work

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## **C3.1 Scope of Work**

### **CONTENTS**

1. INTRODUCTION AND EMPLOYER'S OBJECTIVE
2. DESCRIPTION OF THE SERVICES REQUIRED
3. EXTENT OF THE SERVICES
4. USE OF REASONABLE SKILL AND CARE
5. PROJECT BRIEF
6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
7. APPROVALS
8. PROCUREMENT
9. FORMAT OF COMMUNICATION
10. KEY PERSONNEL
11. MANAGEMENT MEETINGS
12. CLAIMS FOR PAYMENT
13. EMPLOYER'S RIGHT TO RECOVER COSTS
14. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

### **1. INTRODUCTION AND EMPLOYER'S OBJECTIVE**

The Employer's objectives are to execute new developments and services and repairs, maintenance, alterations, additions and refurbishments to existing properties and services within the Water and Sanitation Department, for which it requires teams of Professional Services Providers. The department is divided into five (5) branches for this tender and the Employer intends to appoint a "Winner", a "Standby Service Provider 1" and a "Standby Service Provider 2" to provide multidisciplinary professional services for each branch.

<b>Branch No.</b>	<b>Branch Name</b>	<b>Estimated professional fees to be spent per branch for the Framework Contract Period</b>
A	Bulk Water	R100 000 000
B	Catchment Stormwater and River Management	R56 000 000
C	Engineering and Asset Management	R54 000 000
D	Reticulation Branch	R84 000 000
E	Wastewater Treatment	R100 000 000

**Note 1:** It is the intention of the Employer to use the successful Service Providers if and when required and the successful appointment under this contract does not guarantee any amount of work to be executed hereunder. The Employer reserves the right to plan and effect individual Works Projects at its sole discretion and to reduce or increase the estimated professional fees to be spent per branch according to the dictates of the budget.

Teams of Professional Service Providers are required to provide the professional services necessary to implement these projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

The list of Typical Works Projects contained in Clauses 2.1, 2.2, 2.3, 2.4 and 2.5 (Description of the Services Required) is merely an outline of the scope of the Contract Works for each branch and shall not limit the work to be carried out by the Service Provider under this Framework Contract. The anticipated services to be provided in accordance with the Framework Contract Document for the Typical Works Projects are included in the Schedules of Rates.

It will be expected that a Project Leader (Project Manager or similar professional person) will lead the teams of Professional Service Providers and who will draw the required competencies from resources available to him (e.g. in his own company or sub-consultant) or from external approved Service Providers. The key personnel in the Service Provider teams shall comply with the competencies required irrespective of the nature of the teams and will be evaluated as a single entity

As this framework contract period will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract. The Start Date of the Framework Contract is expected to be within 10 (ten) months of the tender closing date.

The Employer reserves the right to utilise, under exceptional circumstances, the Service Providers appointed for this framework contract to provide professional services to other Directorates/Departments within the City of Cape Town. These Works Projects will be issued subject to agreement between the Framework Contract Manager and the Service Provider and will be without prejudice.

## **2. DESCRIPTION OF THE SERVICES REQUIRED**

### **2.1 BULK WATER BRANCH**

The Service Provider is required to provide the professional services listed in Clauses 2.1.1 to 2.1.8 below to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract. (Note: Projects requiring design will mostly include the construction phase).

- Additions, alterations, refurbishments and new building works.
- Upgrades and additions to road works, paving, sewer, stormwater, reticulation/minor water supply and ducts (electrical, instrumentation, telecommunication, etc.) at reservoir sites and depots.
- Refurbish, upgrade or new pump stations.
- Design of water retaining structures (reservoirs, settling tanks, balancing tanks) and other concrete structures.
- Bulk pipeline design including route planning, pipeline optimization, vertical alignment, hydraulic analysis and cathodic protection.
- Water treatment process improvement and investigations.
- Design of Water Treatment Works and associated infrastructure
- Design, upgrades and refurbishment to existing water treatment works and reservoirs (including electrolytic chlorination installations)
- Relays and modifications to existing bulk water pipelines (including installation of flow control valves)
- Design and oversee implementation of SCADA, telemetry and control systems
- Geotechnical investigations
- Topographical and land surveys
- Environmental investigations and studies
- Water Resource Planning Feasibility studies
- Design and contract documentation for future water augmentation schemes (e.g. surface water schemes, desalination and water re-use)
- System Modelling (including Water resource yield modelling) and data management
- Geo-hydrological investigations, monitoring and well-field development (e.g. further phases of TMG, Cape Flats or Atlantis)
- Dam safety inspections and investigations.

#### **Personnel requirements**

The requirements of the various professional/technical personnel are contained in the Notes provided as a preamble to Schedule No.1: Bulk Water Branch in Part C2.2: Schedules of Rates.

Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

#### **2.1.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)**

##### **2.1.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.1.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

#### **2.1.1.3 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

#### **2.1.2 Quantity Surveying Services**

##### **2.1.2.1 Building and Engineering Works Services**

The provision of all applicable services described in Board Notice 170 of 2015: Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.1.3 Architectural Services**

##### **2.1.3.1 Standard Services**

The provision of all applicable services described in Board Notice 121 and 122 of 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

### **2.1.3.2 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of special inspections (more intensive inspections and assessments of the works) as described in Clause 1.2.1.2(c) of the 2015 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (3) Rezoning or change of use or amendments of town planning schemes.

### **2.1.4 Project Management Services**

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.1.5 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner**

2.1.5.1 An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

2.1.5.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

2.1.5.3 An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.

2.1.5.4 An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

### **2.1.6 Health and Safety Services**

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.1.7 Landscape Architectural Services**

All standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.org.za](http://www.saclap.org.za)), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.1.8 Specialist Services**

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in item 1.4 in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee (refer to items 1.5.1 and 1.5.2 in C2.2: Schedules of Rates). Prior approval needs to be obtained from the Employer before these items may be procured.

## **2.2 CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH**

The Service Provider is required to provide the professional services listed in Clauses 2.2.1 to 2.2.8 below to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract. (Note: Projects requiring design will mostly include the construction phase).

- Additions, alterations, refurbishments and new building works.
- Rainfall runoff modelling, water quality, flood and catchment yield (stormwater harvesting) modelling and analysis
- Water quality and flood management investigations, assessment, planning and studies
- Geotechnical investigations
- CCTV surveys and investigations
- Topographical and Land surveys
- Environmental investigations and studies
- Upgrades and additions to road works, paving, sewer, reticulation/minor water supply, ducts (electrical, instrumentation, telecommunication, etc.) and other utility services associated with stormwater-related works
- Design and implementation of stormwater system flood alleviation works
- Design and implementation of hydrological monitoring system improvements
- Design and implementation of sustainable urban drainage systems, including landscaping
- Design and implementation of water retaining structures
- Design and implementation of water quality improvements
- Design and implementation of stormwater harvesting works
- Conducting design reviews, if applicable, with the intention of implementing existing designs as construction projects. Executing said projects.
- Development of new, updating existing and risk assessments for maintenance management plans
- River, canal, channel, dam, wetland, pond, pipeline and other stormwater system rehabilitation, refurbishments, upgrades and repairs ➤ Refurbish, upgrade or new pump stations ➤ Dam safety inspections and investigations.

### **Personnel requirements**

The requirements of the various professional/technical personnel are contained in the Notes provided as a preamble to Schedule No.2: Catchment Stormwater and River Management Branch in Part C2.2: Schedules of Rates.



Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

## **2.2.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)**

### **2.2.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.2.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

### **2.2.1.3 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

## **2.2.2 Quantity Surveying Services**

### **2.2.2.1 Building and Engineering Works Services**

The provision of all applicable services described in of Board Notice 170 of 2015: Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.2.3 Architectural Services**

### **2.2.3.1 Standard Services**

The provision of all services described in Clauses 1.1 of Board Notice 121 and 122 of 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

#### **2.2.3.2 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of special inspections (more intensive inspections and assessments of the works) as described in Clause 1.2.1.2(c) of the 2015 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (3) Rezoning or change of use or amendments of town planning schemes.

#### **2.2.4 Project Management Services**

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.2.5 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner**

2.2.5.1 An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

2.2.5.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

2.2.5.3 An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.

2.2.5.4 An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

## **2.2.6 Health and Safety Services**

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.2.7 Landscape Architectural Services**

All standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.org.za](http://www.saclap.org.za)), as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.2.8 Specialist Services**

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in item 2.4 in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee (refer to items 2.5.1 and 2.5.2 in C2.2: Schedules of Rates). Prior approval needs to be obtained from the Employer before these items may be procured.

## **2.3 ENGINEERING AND ASSET MANAGEMENT BRANCH**

The Service Provider is required to provide the professional services listed in Clauses 2.3.1 to 2.3.8 below to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract. (Note: Projects requiring design will mostly include the construction phase)

- Additions, alterations, refurbishments and new buildings works (depots and/or workshops).
- Landscaping and facility improvement including perimeter protection works for depots or workshops.
- Upgrades and additions to road works, paving, sewer, stormwater, reticulation/minor water supply and ducts (electrical, instrumentation, telecommunication, etc.) at the Engineering and Asset Management depots or workshops.
- Mechanical, Electrical and Electronic infrastructure projects (with any associated supporting engineering disciplines) at any Water and Sanitation Department facilities.
- Conducting design review with the intention of implementing existing designs as construction projects. Once the design review is concluded all responsibilities associated with stages 1 to 4 is transferred to design reviewers as if the design was completely conducted by them. Carry out project execution for existing designs that were reviewed and accepted as own.
- Conducting of infrastructure investigations (of any engineering discipline) to determine root cause of experienced operational shortcomings and presentation of findings.
- Depot safety and legislative inspections (of structures).
- Pump station refurbishment, upgrade or new build.
- Cathodic protection system implementation.
- Work process/procedure design and work process/procedure design optimisation.

### **Personnel requirements**

The requirements of the various professional/technical personnel are contained in the Notes provided as a preamble to Schedule No.3: Engineering and Asset Management Branch in Part C2.2: Schedules of Rates.

Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

### **2.3.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)**

#### **2.3.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.3.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

#### **2.3.1.3 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

### **2.3.2 Quantity Surveying Services**

#### **2.3.2.1 Building and Engineering Works Services**

The provision of all applicable services described in Board Notice 170 of 2015: Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.3.3 Architectural Services**

#### **2.3.3.1 Standard Services**

The provision of all services described in Clauses 1.1 of Board Notice 121 and 122 of 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of

the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

#### **2.3.3.2 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of special inspections (more intensive inspections and assessments of the works) as described in Clause 1.2.1.2(c) of the 2015 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (3) Rezoning or change of use or amendments of town planning schemes.

#### **2.3.4 Project Management Services**

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.3.5 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner**

2.3.5.1 An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

2.3.5.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

2.3.5.3 An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related

activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.

2.3.5.4 An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

### **2.3.6 Health and Safety Services**

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.3.7 Landscape Architectural Services**

All standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.org.za](http://www.saclap.org.za)), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.3.8 Specialist Services**

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in item 3.4 in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee (refer to items 3.5.1 and 3.5.2 in C2.2: Schedules of Rates). Prior approval needs to be obtained from the Employer before these items may be procured.

## **2.4 RETICULATION BRANCH**

The Service Provider is required to provide the professional services listed in Clauses 2.4.1 to 2.4.7 below to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract. (Note: Projects requiring design will mostly include the construction phase)

- Environmental investigations and studies.
- Geotechnical investigations.
- Heritage investigations and studies.
- Commercial laboratory testing of soils/materials.
- Topographical and engineering surveys which may include ground penetrating radar surveys for services detection and mapping.
- Bulk sewer pipeline and manhole structure design including route planning, hydraulic analysis, optimization and corrosion protection.
- Water and sewer pressure main (rising main) design including planning, optimization, vertical alignment and hydraulic analysis.
- Refurbish, upgrade or new sewer or water pump stations.
- Design, upgrade or refurbishment of existing water and sewer networks.
- Compiling of Environmental Management Plan (EMP) per works project.
- Acting as the Employer's Agent in terms of the Occupational Health and Safety Plan per Works Project.
- Approval of Occupational Health and Safety Plans per works project.
- Semi-monthly site/admin audits per works project.
- Close-Out report for Occupational Health and Safety per works project.

- Potable water reservoir structural inspections/investigations.
- Upgrades and additions to road works, paving, sewer, stormwater, reticulation/minor water supply and ducts (electrical, instrumentation, telecommunications, etc.) at the Water and Sanitation depots, workshops, pump stations and reservoirs.
- Design of water retaining structures (reservoirs, settling tanks, balancing tanks) and other concrete structures.
- Site traffic surveys.
- Compile traffic accommodation plans in terms of South African Road Traffic Signs Manual (SARTSM).
- Design shoring specification for deep pipe trenches and excavations.
- Conducting of water and sewer infrastructure investigations to determine root cause of experienced operational shortcomings and presentation of findings.
- Facilitate appointment of Community Liaison Officer (CLO) as required by prevailing site demographics.
- Construction Monitoring during implementation phase for Trenchless Technology construction methods and conventional Open-Cut Trench Methods, where pre-approved panel of Contractors will execute the construction works.
- Quality Control and Quality Acceptance of new construction works and reinstatements. Reinstatements of paving, excavated roads works, etc.
- Coordinate and submit Monthly Project Labour Reports.

### **Personnel requirements**

The requirements of the various professional/technical personnel are contained in the Notes provided as a preamble to Schedule No.4: Reticulation Branch in Part C2.2: Schedules of Rates.

Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

#### **2.4.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)**

##### **2.4.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

##### **2.4.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

##### **2.4.1.3 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

- (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

## **2.4.2 Quantity Surveying Services**

### **2.4.2.1 Building and Engineering Works Services**

The provision of all applicable services described in Board Notice 170 of 2015: Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.4.3 Architectural Services**

### **2.4.3.1 Standard Services**

The provision of all services described in Clauses 1.1 of Board Notice 121 of 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

### **2.4.3.2 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of special inspections (more intensive inspections and assessments of the works) as described in Clause 1.2.1.2(c) of the 2015 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (3) Rezoning or change of use or amendments of town planning schemes.

## **2.4.4 Project Management Services**

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.4.5 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner**

- 2.4.5.1 An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required



Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

2.4.5.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

2.4.5.3 An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended

2.4.5.4 An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

#### **2.4.6 Health and Safety Services**

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief (Clause 5) below.

#### **2.4.7 Specialist Services**

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in item 4.4 in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee (refer to items 4.5.1 and 4.5.2 in C2.2: Schedules of Rates). Prior approval needs to be obtained from the Employer before these items may be procured.

### **2.5 WASTEWATER TREATMENT BRANCH**

The Service Provider is required to provide the professional services listed in Clauses 2.5.1 to 2.5.8 below to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract. (Note: Projects requiring design will mostly include the construction phase)

- Additions, alterations, refurbishments and new building works.
- Upgrades and additions to road works, paving, sewer, stormwater, reticulation/minor water supply and ducts (electrical, instrumentation, telecommunication, etc.) at wastewater treatment works.

- Refurbishment, upgrade and new pump stations.
- Design of water retaining structures (settling tanks, balancing tanks, reactors) and other concrete structures.
- Bulk pipeline (for reuse and final effluent) design including route planning, vertical alignment and hydraulic analysis.
- Wastewater treatment process improvement and investigations.
- Online effluent monitoring.
- Renewal of licences at various Wastewater Treatment Works.
- Geotechnical investigations.
- Environmental investigations and studies.

### **Personnel requirements**

The requirements of the various professional/technical personnel are contained in the Notes provided as a preamble to Schedule No.5: Wastewater Treatment Branch in Part C2.2: Schedules of Rates.

Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

## **2.5.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)**

### **2.5.1.1 Planning, Studies, Investigations and Assessments**

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.5.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

### **2.5.1.3 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

## **2.5.2 Quantity Surveying Services**

### **2.5.2.1 Building and Engineering Works Services**

The provision of all applicable services described in Board Notice 170 of 2015: Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.5.3 Architectural Services**

#### **2.5.3.1 Standard Services**

The provision of all services described in Clauses 1.1 of Board Notice 121 of 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

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

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

#### **2.5.3.2 Additional Services**

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (2) The provision of special inspections (more intensive inspections and assessments of the works) as described in Clause 1.2.1.2(c) of the 2015 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- (3) Rezoning or change of use or amendments of town planning schemes.

### **2.5.4 Project Management Services**

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

### **2.5.5 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner**

2.5.5.1 An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

2.5.5.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

2.5.5.3 An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.

2.5.5.4 An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

## **2.5.6 Health and Safety Services**

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the **Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019** as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.5.7 Landscape Architectural Services**

All standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages January 2011 published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.org.za](http://www.saclap.org.za)), as amended or amplified upon in the Project Brief (Clause 5) below.

## **2.5.8 Specialist Services**

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in item 5.4 in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee (refer to items 5.5.1 and 5.5.2 in C2.2: Schedules of Rates). Prior approval needs to be obtained from the Employer before these items may be procured.

## **3. EXTENT OF THE SERVICES**

The work that is to be carried out under the contract is as provided for in the Schedules of Rates. However, if during the course of the Works Project, circumstances are found to differ from those anticipated, the Employer reserves the right to modify the scope of the Work Project to suit the prevailing circumstances.

Purchase Orders will be raised for each approved Works Project by the Employer. Such Works Project will be based on the Schedules of Rates or time based cost proposal submitted by the Service Provider and accepted by the Employer

The services to be provided in terms of this contract are inextricably linked to the Employer's budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work

making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

#### **4. USE OF REASONABLE SKILL AND CARE**

The Service Providers' attention is drawn to the fact that the safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the local authority and public.

The Service Provider is therefore required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and ensure that all legal requirements are met, and that all legal processes are adhered to.

#### **5. PROJECT BRIEF**

##### **5.1 Terms of Reference**

The Employer's objective is to:

- (i) perform repairs, renovations, alterations and additions from time to time on some of the properties and services under its custodianship. These properties are located in all areas of the City of Cape Town.
- (ii) execute new capital projects or services.

In order to design, procure and manage these projects the Employer requires various professional services to be provided. All services would be performed in complete compliance with the respective guidelines or tariffs of fees.

In general, it is the Employer's intention for the Service Provider to provide all stages of services (Stages 1-6) for a particular Works Project.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a sub-consultancy or sub-contract agreement.

##### **5.2 Specific Requirements**

###### **5.2.1 Professional Consulting Services**

###### **5.2.1.1 Planning, Studies, Investigations and Assessments**

The Service Provider shall carry out all of the studies and investigations necessary to determine a scope of work for each facility. A Preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard shall be submitted.

The payment for Planning, Studies, Investigations and Assessments shall be at the tendered TimeBased fees for the professional services required.

###### **5.2.1.2 Normal, Standard and Building & Engineering Works Services**

Where a Quantity Surveyor is not part of the team for a particular Works Project, the cost estimates shall be completed by the other relevant disciplines for each Stage (as applicable) and the cost thereof shall be deemed to be included in the tendered rates for that discipline.

###### **Stage 1: Inception**

The Works Project Brief will generally have been agreed before the Works Project commences.

The Service Provider shall provide a Works Project Proposal, as detailed in clause 4.8 of Part C1.2: Contract Data, to the Employer for approval.

###### **Stage 2: Concept and Viability**

The Service Provider shall provide a preliminary design.

### **Stage 3: Design Development**

The Service Provider shall provide those services necessary to finalise the detailed scope of work, design, specifications, detailed estimate and updated programme for the project and shall co-ordinate the input from all members of the professional team in this regard. The Project Leader shall be responsible for ensuring that the time, cost and quality parameters are adhered to. The Project Leader's name for the particular Works Project must be clearly stated in the Works Project Proposal.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

The design development shall take cognisance of all design requirements as may be imposed by the local authority or any other authority whose services are impacted upon by the proposed work.

The design development shall consider and minimise disruption to the working environment of staff adjacent to renovated areas. A form of screening at public entrances, corridors and private working areas must be considered to minimise loss of privacy and entry into the properties and those immediately adjacent.

A set of documents, consisting of a scope of work, draft plans/drawings and specifications shall be submitted to the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's Project Leader prior to submission. On approval of the detail design drawings and council approved drawings, two sets of paper prints of each must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued thereafter shall carry the words "Initial version signed on (date)" at the signature location in the title block.

A revised cost estimate shall be submitted to the Employer.

### **Stage 4: Documentation and Procurement**

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) or non-CIDB format (as applicable). The Service Provider shall confirm with the Employer which Conditions of Contract (GCC, FIDIC, JBCC, National Treasury, etc.) will be applicable to each Works Project. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

Specifications shall include, inter alia, Health and Safety Specifications, and an Environmental Management Plan.

The Service Provider should note that it is the Employer's preference that all payment items must be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor. A draft contract document shall be submitted to the Employer for scrutiny at least four weeks prior to the Bid Specification Committee meeting taking place. The Service Provider shall attend Bid Specification Committee meetings (as required) prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

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

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

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period. This will include the preparation of any Notice to Tenderers

Once tenders close, the Service Provider shall prepare a technical evaluation report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider may be required to attend the BEC Meeting and may be asked to respond to any queries the committee may raise and follow up on any issues requiring attention/action.

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

Working drawings, including reinforcement drawings and Bending Schedules, shall be finalised as part of Stage 4 unless otherwise agreed with the Employer.

➤ **Reticulation**

A number of Works Projects for the **Reticulation Branch** will be initiated under their pipe rehabilitation programme. For these Works Projects, the design would have been done by the branch and the Service Provider will be required to implement Stages 4 (if applicable), 5 and 6 using a panel of Contractors which the branch has already pre-approved.

➤ **Catchment Stormwater and River Management**

For a number of projects in the Catchment Stormwater and River Management Branch, Stage 4 has either been partially completed or completed in full. For these projects, the Service Provider will be required to complete Stage 4 (if applicable), and implement Stages 5 and 6.

**Stage 5: Contract Administration and Inspection**

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

The service to be provided shall include, where necessary detailed drawings prepared by the contractor for manufacture and installation.

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

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

**Stage 6: Close-Out**

The Service Provider shall complete the project close-out as described in the guideline scope of services.

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

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

**5.2.1.3 Additional Services**

Payment for the following services will be deemed to be included in the tendered percentage rates unless specifically itemised or excluded:

### **Service Enquiries/Wayleave Applications**

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

### **Preferential Procurement and Targeted Participation**

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

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

### **Construction Monitoring**

Construction monitoring will be required for many projects, requiring the full time input of experienced individuals on site. The level of construction monitoring required will be stated in the Works Project Brief.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval.

The proposal shall name the individual(s) proposed, provide details of their experience in relation to the particular Works Project, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Construction monitoring staff will be paid over the year end break, if applicable.

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

### **Act as the Employer's agent in terms of the Occupational Health and Safety Act**

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

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

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

### **Environmental Control Officer**

Where required for a specific Works Project, the Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Control Officer (ECO) whose responsibilities shall be as follows:

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (EMPr) for inclusion into the construction tender/contract documents.
- (b) to assist the Employer's Agent/Engineer/Principal Agent in ensuring that any necessary permits are obtained.



- (c) to convey the contents of the EMPr to the contractor's site team, and discuss the contents in detail with the contractor, as well as to conduct induction and environmental awareness training sessions to the contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the EMPr is adhered to at all times, and to inform the Employer's Agent/Engineer/Principal Agent if the specifications are not followed.
- (e) to review construction method statements for approval by the Employer's Agent/Engineer/Principal Agent.
- (f) to assist the Employer's Agent/Engineer/Principal Agent and contractor in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Employer's Agent/Engineer/Principal Agent of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the EMPr.
- (j) to advise the Employer's Agent/Engineer/Principal Agent on the imposition of penalties or fines specified in the EMPr, or the removal of person(s) and/or equipment not complying with the specifications.

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

### **Training of Personnel**

The Employer may require that the Service Provider provide training and transfer knowledge to one or more of the Employer's staff, described as a Trainee for the purposes of this Contract.

The preferred situation will be that the Trainee is incorporated into the Service Provider's team for a particular Works Project. The Trainee should be given specific design tasks to complete under the supervision of an experienced and relevant engineer, referred to as the Supervisor.

The Supervisor will be required to:

- Guide and instruct the Trainee in the execution of the tasks
- Monitor the Trainee's progress
- Provide monthly feedback on the Trainee's progress

Payment will be made for the effective time spent by the engineer in the supervision and training of the Trainee. Payment will also be made for the provision of a Personal Computer (PC) for the sole use by the Trainee for the execution of the task(s) allocated to the Trainee. The PC shall be appropriate for the task(s) and have the necessary software required for the execution of the task(s). Appropriate payment items have been allowed in the Schedules of Rates.

### **5.3 Time Frames/Milestones**

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

The Service Provider shall submit a revised programme as and when required by the Employer.

### **5.4 Places for the Performance of Specific Tasks**

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

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

## 5.5 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Preliminary Technical & Feasibility Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

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

The Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

The Tender Evaluation Report shall be submitted to the Employer within two weeks of tenders for the construction works having been received.

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

## 6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

## 7. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the Engineers Representative from the Employer,
- (h) In respect of time based services, approval of the allocation of staff from the Employer,
- (i) Approval for the employment of specialist sub-consultants from the Employer,
- (j) Approval of plans from Department of Planning and Building Development within City of Cape Town in accordance with the National Building Regulations and Building Standards Act (Act 103 of 1977) and all necessary certifications,
- (k) Approval for the employment of specialist sub-consultants and their applicable costs/hourly rates from the Employer,
- (l) Approval of the accommodation of traffic plans from the Traffic Manager.

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

## 8. PROCUREMENT

### 8.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of BBBEE contribution.

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

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

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

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

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

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

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

## 8.3 Forms for contract administration

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

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

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

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

## 9. FORMAT OF COMMUNICATION

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

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

## 10. KEY PERSONNEL

More than the minimum number of key personnel stated below may be required in order to fulfil the Service Provider's obligations.

KEY PERSONNEL
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<b>NOTE: Refer to Clauses 2.1, 2.2, 2.3, 2.4 and 2.5 in Part C3.1: Scope of Work for Typical Works Projects lists.</b>
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Service	Profession	Branch				
		Bulk Water	Catchment Stormwater and River Management	Engineering and Asset Management	Reticulation	Wastewater Treatment
Civil Engineering	A minimum of 2 (two) registered <b>professional Civil Engineers (PrEng) or professional Civil Engineering Technologists (PrTechEng) or other proven equivalent registration</b> , each with at least 8 (eight) years verifiable postgraduate experience in the analysis, design, control and monitoring of civil and infrastructural works similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓
Structural Engineering	A minimum of 2 (two) registered <b>professional Structural Engineers (PrEng) or professional Structural Engineering Technologists (PrTechEng) or other proven equivalent registration</b> , each with at least 8 (eight) years verifiable postgraduate experience in the analysis, design, control and monitoring of structural works pertaining to all types of construction work similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓
Mechanical Engineering	A minimum of 2 (two) registered <b>professional Mechanical Engineers (PrEng) or professional Mechanical Engineering Technologists (PrTechEng) or other proven equivalent registration</b> , each with at least 8 (eight) years verifiable postgraduate experience in the analysis, design, control and monitoring of all works related to all types of construction work similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓
Electrical Engineering	A minimum of 2 (two) registered <b>professional Electrical Engineers (PrEng) or professional Electrical Engineering Technologists (PrTechEng) or other proven equivalent registration</b> , each with at least 8 (eight) years verifiable postgraduate experience in the analysis, design, control and monitoring of all works related to all types of construction work similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓
Electronic Engineering	A minimum of 1 (one) registered <b>professional Electronic Engineer (PrEng) or professional Electronic Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , with at least 8 (eight) years verifiable postgraduate experience in PLC and SCADA programming and in the analysis, design, control and monitoring of all works related to all types of construction work similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓

**KEY PERSONNEL**

**NOTE: Refer to Clauses 2.1, 2.2, 2.3, 2.4 and 2.5 in Part C3.1: Scope of Work for Typical Works Projects lists.**

Service	Profession	Branch				
		Bulk Water	Catchment Stormwater and River Management	Engineering and Asset Management	Reticulation	Wastewater Treatment
Process Design Engineer "A"	A minimum of 1 (one) <b>Process Design Engineer</b> who is a registered <b>professional Civil or Chemical Engineer (PrEng) or professional Civil or Chemical Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , who has experience in the <u>analyses and design</u> of Water Treatment Plants (10M <sup>3</sup> /day or larger), <b>and</b> has either: (i) a Postgraduate qualification in Water Treatment with a minimum of 8 (eight) years verifiable experience in the <u>analyses and design</u> of Water Treatment Plants, 5 (five) of which must be post Postgraduate experience, or (ii) 20 (twenty) years verifiable experience in the <u>analyses and design</u> of Water Treatment Plants.	✓	*	*	*	*
Process Design Engineer "D"	A minimum of 1 (one) <b>Process Design Engineer</b> who is a registered <b>professional Civil or Chemical Engineer (PrEng) or professional Civil or Chemical Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , who has experience in the <u>analyses and design</u> of Wastewater Treatment Plants (10M <sup>3</sup> /day or larger), <b>and</b> has either: (i) a Postgraduate qualification in Wastewater Treatment with a minimum of 8 (eight) years verifiable experience in the <u>analyses and design</u> of Wastewater Treatment Plants, 5 (five) of which must be post Postgraduate experience, or (ii) 20 (twenty) years verifiable experience in the <u>analyses and design</u> of Wastewater Treatment Plants.	*	*	*	*	✓
Hydraulic Engineer "A"	A minimum of 1 (one) registered <b>professional Civil Engineer (PrEng) or professional Civil Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , with at least 8 (eight) years postgraduate experience in the design of large diameter pipelines and in surge analyses and must have undertaken, and taken responsibility for, the design of a minimum of 5 (five) pipeline projects (including surge analyses) with a diameter larger than 500mm.	✓	*	*	*	*
Hydraulic Engineer "B"	A minimum of 1 (one) registered <b>professional Civil Engineer (PrEng) or professional Civil Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , with at least 8 (eight) years postgraduate experience in the design of pipelines and in surge analyses and must have undertaken, and taken responsibility for, the design of a minimum of 5 (five) pipeline projects (including surge analyses) with a diameter larger than 300mm.	*	*	*	✓	✓

KEY PERSONNEL						
NOTE: Refer to Clauses 2.1, 2.2, 2.3, 2.4 and 2.5 in Part C3.1: Scope of Work for Typical Works Projects lists.						
Service	Profession	Branch				
		Bulk Water	Catchment Stormwater and River Management	Engineering and Asset Management	Reticulation	Wastewater Treatment
Hydraulic Engineer "C" (Hydrology and open channel hydraulics and engineering)	A minimum of 1 (one) registered <b>professional Civil Engineer (PrEng) or professional Civil Engineering Technologist (PrTechEng) or other proven equivalent registration</b> , with at least 8 (eight) years verifiable postgraduate experience in this specialised field and specifically rainfall-runoffwater quality modelling, river (and floodplain) and open channel flow modelling, stormwater network modelling, analysis of river and rainfall data for flood management and stormwater harvesting, hydraulic engineering structures, and Sustainable Urban Drainage Systems (SUDS).	*	✓	*	*	*
Geohydrologist	A minimum of 1 (one) Geohydrologist ( <b>PrSciNat</b> ) or <b>other proven equivalent registration</b> , with at least 10 (ten) years verifiable postgraduate experience in Groundwater management. The Geohydrologist must have at least a NQF level 8 (including an Honours degree) in geohydrology or similar earth/water science field of expertise and must have extensive knowledge in geohydrological investigations, wellfield development and operations, and monitoring (including water quality).	✓	*	*	*	*
Quantity Surveying	A minimum of 1 (one) registered <b>professional Quantity Surveyor (PrQS) or other proven equivalent registration</b> , with at least 8 (eight) years verifiable postgraduate experience in providing a quantity surveying service for all types of construction work similar to those listed in Typical Works Projects lists.	✓	*	✓	✓	✓
Architectural	A minimum of 1 (one) registered <b>professional Architect (PrArch) or professional Senior Architectural Technologist (Pr SArch T) or other proven equivalent registration</b> , with at least 8 (eight) years verifiable postgraduate experience in providing an architectural service for all types of construction work similar to those listed in Typical Works Projects lists.	✓	*	✓	✓	✓
Project Management	A minimum of 1 (one) registered <b>professional Construction Project Manager (PrCPM) or Project Management Professional (PMP) or other proven equivalent registration</b> , with at least 8 (eight) years verifiable postgraduate experience in the management of all works related to all types of construction works similar to those listed in Typical Works Projects lists.	✓	✓	✓	✓	✓

KEY PERSONNEL						
NOTE: Refer to Clauses 2.1, 2.2, 2.3, 2.4 and 2.5 in Part C3.1: Scope of Work for Typical Works Projects lists.						
Service	Profession	Branch				
		Bulk Water	Catchment Stormwater and River Management	Engineering and Asset Management	Reticulation	Wastewater Treatment
Occupational Health and Safety	A minimum of 1 (one) <b>professional Construction Health and Safety Agent (PrCHSA)</b> registered with the <b>South African Council for Project and Construction Management Professions (SACPCMP)</b> with the necessary competencies and resources to act as the Employer's Agent in terms of the Occupational Health and Safety Act.	✓	✓	✓	✓	✓
Environmental	A minimum of 1 (one) <b>Environmental Assessment Practitioner (EAP)</b> registered with the <b>Environmental Assessment Practitioner's Association of South Africa (EAPASA)</b> or who <u>meets the criteria</u> for registration (and has applied for registration) with the <b>Environmental Assessment Practitioner's Association of South Africa (EAPASA)</b> . The EAP must have at least 8 (eight) years verifiable experience in the undertaking of all environmental works related to all types of construction work similar to those listed in the Typical Works Projects lists. The EAP must have acted in a lead role in at least (2) two Full Scoping/Environmental Impact Assessment (EIA) reports and at least (5) five Basic Assessments of a project or type proven to the Typical Works Projects list.	✓	✓	✓	✓	✓
Freshwater Ecologist	A minimum of 1 (one) <b>Freshwater Ecologist</b> registered with the <b>South African Council for Natural Scientific Professions (SACNASP)</b> or <b>other proven equivalent registration</b> with at least 8 (eight) years verifiable postgraduate experience in this specialised field and specifically providing aquatic ecological advisory services and undertaking all work necessary to acquire the authorisations (including General Authorisations or Water Use Licences) or permits required in terms of the National Water Act No. 36 of 1998.	✓	✓	*	✓	✓

Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the written approval of the Employer. (Note that 'verifiable experience' is interpreted as experience in that particular service. This must be clearly demonstrated in the CVs provided. Postgraduate years of experience is defined as experience gained from the time of obtaining a baccalaureus qualification).

## 11. MANAGEMENT MEETINGS

### 11.1 Management Meetings

Contract

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Part C3: Scope of Work

Reference No. 194C/2020/21

C3.1  
Scope of Work

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

#### **11.2 Community/Stakeholder Meetings**

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, including to respond to any individual queries/concerns that may be raised.

#### **11.3 Supply Chain Management (SCM) Committee Meetings**

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

The Service Provider shall plan to attend two BSC meetings and two BEC meetings. The number of meetings can vary depending on the complexity and extent of interest shown in the tender.

#### **11.4 Site/Technical Meetings**

During the Contract Administration and Inspection stage of these projects, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of these projects.

#### **11.5 Ad-hoc Meetings**

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

#### **11.6 General**

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

All charges in respect of the provision of secretarial services shall be deemed to be included in the tendered Time-based fees.

### **12. CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

### **13. EMPLOYER'S RIGHT TO RECOVER COSTS**

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

### **14. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

Any intellectual property (including but not limited to source documents, designs, maps, drawings, reports, statistics, recordings, photography, computer software, electronic documents, etc.) that may result from the project will be the sole property of the City of Cape Town.



In alignment with the above, any information arising from or within a project will be treated as confidential and no information is to be divulged, provided to or mentioned to persons or parties not involved in the project except where permission is granted in writing for that specific purpose.

**CITY OF CAPE TOWN**

**DIRECTORATE: DEPARTMENT**

**CONTRACT NO. 194C/2020/21**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF ...**

## **C3.2 Annexes**

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report



**ANNEX 1**

**CITY OF CAPE TOWN**

**CONTRACT NO. AND NAME:**

.....

**CONTRACTOR (SERVICE PROVIDER):**

.....

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO. ....**

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R
---	---

B-BBEE Status Level of Prime Contractor	
---	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor <sup>1</sup>	Total Value of Subcontract (excl VAT) <sup>1</sup>	Value of Sub-contract work to date (excl VAT) <sup>1</sup>	Value of Sub-contract work to date (excl VAT) <sup>1</sup>	Value of Sub-contract work to date (excl VAT) <sup>1</sup>
Sub-contractor A		R	R	R	R
Sub-contractor B		R	R	R	R
Sub-contractor C		R	R	R	R

<sup>1</sup>Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

**Signatures**

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

**Date:**

.....

.....

Verified by Employer's

Representative:

Date:

.....

Contract  
Part C3: Scope of Work  
Reference No. 194C/2020/21

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C3.2  
Annexes

## ANNEX 2

## CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

.....

CONTRACTOR (SERVICE PROVIDER):

.....

**JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. ....**

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R
---	---

B-BBEE Status Level of Joint Venture	
--------------------------------------	--

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

<sup>1</sup>Documentary evidence to be provided

**Signatures**

**Declared by Contractor  
(Service Provider) to**

**be true and correct:      Date:**

-----

-----

**Verified by Employer's**

**Representative:                      Date:**

-----

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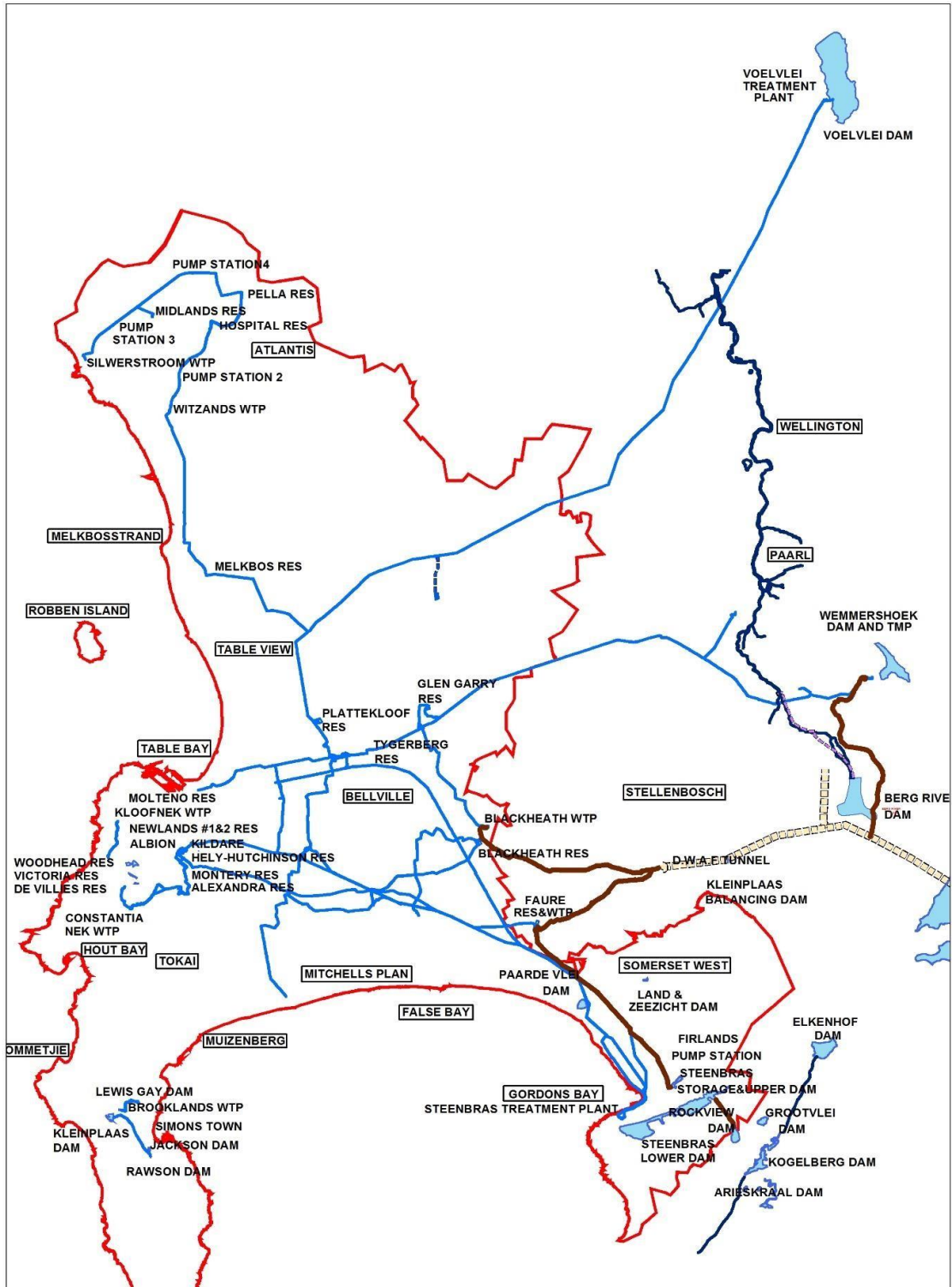
**Contract  
Part C3: Scope of Work  
Reference No. 194C/2020/21**

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## Part C4: Site Information

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	<b>Pages</b>
<b>C4.1 Possible Locations of Works Projects:</b>	
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2. Catchment and Stormwater Management Branch .....	254
3. Engineering and Asset Management Branch .....	255
4. Reticulation Branch .....	256
5. Wastewater Treatment Branch .....	257



**POSSIBLE LOCATIONS OF WORKS PROJECTS  
BULK WATER BRANCH**





**POSSIBLE LOCATIONS OF WORKS PROJECTS  
CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH**

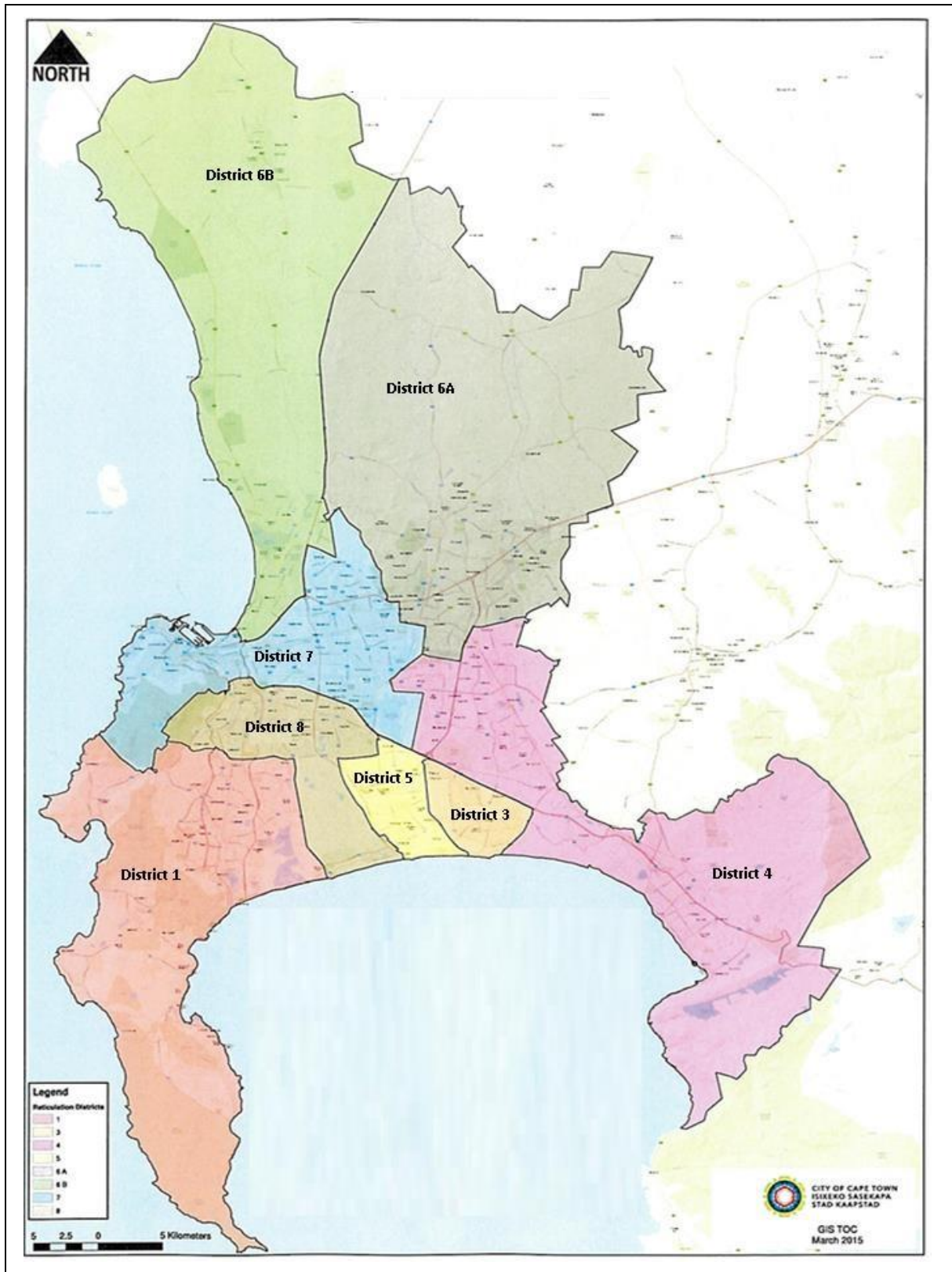




# POSSIBLE LOCATIONS OF WORKS PROJECTS ENGINEERING AND ASSET MANAGEMENT BRANCH

Contract  
Part C4: Site Information  
Reference No. 194C/2020/21

C4  
Site Information  
Engineering and Asset Management



**POSSIBLE LOCATIONS OF WORKS PROJECTS  
RETICULATION BRANCH**

**C4  
Site Information  
Reticulation**





**POSSIBLE LOCATIONS OF WORKS PROJECTS  
WASTEWATER TREATMENT BRANCH**

