



SERVICE LEVEL AGREEMENT

Made and entered into by and between

Garden Route District Municipality

A municipality duly established in terms of Local Government Municipal Structures Act 117 of 1998

herein represented by **MONDE GIVEN STRATU** in his capacity
as **Municipal Manager**
duly authorised thereto
(hereinafter referred to as "**the District Municipality**")

and

Khabokedi Waste Management (Pty) Ltd

a company duly registered in terms of the Companies Act, 2008
Registration number **2009/014752/07** and herein represented by
SIPHO MAKHASANA, in his capacity as **Director**
duly authorised thereto
(hereinafter referred to as "**the Service Provider**")

<i>for the service provider</i>		

<i>for the district municipality</i>		

WHEREAS the District Municipality requires the services of the Service Provider for the operations and maintenance of the new Regional Waste Management Facility for the Garden Route District Municipality, for a period of 10 (ten) years, as set out in Tender No. GRDM/19/23-24,

AND WHEREAS the Service Provider submitted a tender in response thereto;

AND WHEREAS FURTHER the District Municipality appoints the Service Provider as the successful tenderer for the operations and maintenance of the new Regional Waste Management Facility for the Garden Route District Municipality, for a period of 10 (ten) years, as set out in Tender No. GRDM/19/23-24.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify the terms of this agreement nor any clause hereof, and unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

1.1.1 **“Agreement”** shall mean this Service Level Agreement, and all annexures attached hereto and “this agreement” or “the agreement” shall bear the same meaning.

1.1.2 **“Annexure A”** means the attached Pricing Schedule and **“Annexure B”** means the attached and budget.

1.1.3 **“Commencement Date”** means the date when the service will officially commence, i.e. 02 September 2024 notwithstanding date of signature of the Agreement.

1.1.4 **“Parties”** mean Khabokedi Waste Management (Pty) Ltd and the Garden Route District Municipality.

1.1.5 **“Signature Date”** shall mean the date of signature of this Agreement by the last party signing.

1.1.6 **“Tender”** shall mean the tender and agreed amendments thereto by the Service Provider for the provision of the services to the District Municipality, together with its annexures, which forms part of this Agreement.

1.1.7 **“Unremedied material breach”** means a breach of an obligation of the agreement which has not been remedied within the time period given and which is not the subject of a corrective action plan agreed to by the District Municipality.

1.1.8 **“VAT”** shall mean value added tax payable in terms of the Value Added Tax Act 1991, as amended.

1.1.9 **“Day”** when any number of days is prescribed in this agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

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1.1.10 **“Month”** means a calendar month and more specifically:

1.1.10.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

1.1.10.2 in any other context, a calendar month, that is, one of the 12 (twelve) months of the calendar, and “monthly” has the corresponding meaning.

1.2 Expressions defined in this agreement shall bear the same meanings in schedules and Annexures to this agreement, which do not themselves contain their own definitions.

1.3 In the event of any inconsistency between the provisions of this Service Level Agreement and the terms and conditions contained in Annexures “A” and “B” the provisions of this Service Level Agreement shall prevail over the terms and conditions contained in the said Annexures “A” and “B”.

1.4 Definitions:

Builders’ rubble: Means waste, excluding hazardous waste, produced during the construction, alteration, repair or demolition of any structure, and includes rubble, earth, rock and wood displaced during that construction, alteration, repair or demolition.

Bulky Waste: Means waste that includes items such as large tree trunks, large concrete blocks etc. for which the large size precludes or complicates its handling by normal collection, processing or disposal methods.

Business Waste: Means waste that emanates from premises that are use wholly or mainly for commercial, retail, wholesale, entertainment or government administration purposes.

Cell: Means a Cell which is designed and engineered to contain Waste. It is underlain by a liner system to prevent Waste or the Leachate from the Waste, from coming into contact with the environment.

Cell Development Plan: The plan or sequence, based upon which Cells are designed and constructed and otherwise made ready for the disposal of waste. This enables the Service Provider to plan ahead and organise resources in a timeous manner.

Clean Garden Waste: Means compostable Waste derived from the Garden Waste (for instance from gardens, parks and similar) which has not been mixed with other Waste Categories. This may include clippings, cuttings, pruning and other discarded plant material.

Closure: The act of terminating the operation of a landfill. Closure is preceded by rehabilitation and followed by end-use and post-closure monitoring.

Commercial Waste: Means solid waste generated by stores, offices and other activities not involved in manufacturing.

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- Compaction:** The process whereby the volume of Waste is reduced, using a purpose-built landfill compactor or suitable machine to compress the Waste.
- Compaction Density:** Means the mass of a body of solid Waste, divided by the volume (after Compaction) occupied by that same body of Waste.
- Compaction Ratio:** Means the ratio of the volume of loose Waste, to the volume of the same Waste, after placement and Compaction.
- Compost:** Means organic Waste that has undergone microbial degradation, to produce a contaminant-free and nuisance-free product, of potential value as a soil conditioner.
- Cover Material:** Means soil or other suitable material (like Building and Demolition Waste or clinker ash) that is used for enclosing a body of compacted Waste. Daily cover is usually 150 mm thick, intermediate cover usually 300 mm thick and final cover or capping will be as per design.
- Construction waste:** See Builders' Rubble.
- Contaminated Runoff:** Means any runoff due to rain, liquid used for dust suppression etc. that results in liquid coming into contact with waste and thus becoming contaminated.
- Daily Cell:** This is the basic landfill unit of compacted solid waste which, when completed at the end of each day, is entirely contained by cover material. Cell size is determined by the manoeuvring requirements of operating vehicles, as well as by the volume of waste to be disposed/accommodated on that day.
- Date of Commencement:** The date upon which a Service Level Agreement between the District Municipality and the Service Provider, is signed.
- Emergency Preparedness Plan:** This sets out procedures and measures that will be implemented to deal with emergencies on site and shall be as defined in the Waste Management Licence.
- Environmental Management Plan:** This is a site-specific plan for the environmental management of the site and shall be as discussed in the Waste Management Licence.
- General Waste:** General waste is a generic term for waste that, because of its composition and characteristics, does not pose a significant threat to public health or the environment if properly managed.
- Hazardous Waste:** Waste that has the potential, even in low concentrations, to have a significant adverse effect on public health and the environment because of its inherent toxicological, chemical and physical characteristics.

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- Inert Waste:** a) does not undergo any significant physical, chemical or biological transformation after disposal,

(b) does not burn, react physically or chemically biodegrade or otherwise adversely affect any other matter or environment which it may come into contact; and

(c) does not impact negatively on the environment, because of its pollutant content and because the toxicity of its leachate is insignificant.
- Landfill Gas:** The gaseous by-product of the decomposition of waste.
- Large Landfill:** A landfill at which more than 500 metric tons of waste are disposed, per day.
- Leachate:** The liquid by-product of the decomposition of waste. Its pollution potential is a function of the original waste.
- Monitoring Committee:** A group made up of representatives from the licenced owner of the site, regulators, nearby residents and other affected parties. This group and its duties are a requirement of the Waste Management Licence.
- Monitoring and Measurement Plan:** As defined in the Waste Management Licence.
- Medical Waste:** Wastes emanating primarily from human and veterinary hospitals, clinics and surgeries, also from chemists and Sanitary Services. They may comprise, inter alia, sharps (used hypodermic needles and scalpel blades), malignant tissue, body parts, soiled bandages and liner, and spent or outdated medicines or drugs. They have the ability to affect and infect other living organics and are considered hazardous. Also, Health Care Risk Waste.
- Operator:** The Service Provider appointed by the District Municipality in terms of this Contract and Specifications.
- Recycling:** The separation and extraction of wastes that have potential for re-use. Also, Recovery and Re-use and salvaging.
- Regulations:** Any regulation, law, by-law, Act, guideline, licence or legal documentation that determines how waste disposal shall take place.
- Resources:** All personnel, equipment, plant, spares, workshop and maintenance equipment that are required to conduct all operations and tasks to manage and operate the landfill as per the Specifications.
- Responsible Person:** An official from GRDM who has been designated as being responsible for the management of the Service Provider on behalf of the District Municipality.

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2. APPOINTMENT

- 2.1 The Service Provider, in accepting this appointment, expressly warrants that it possesses or has ready access to the infrastructure, plant and equipment and or appropriate skills to execute all its obligations in terms of this agreement.
- 2.2 The Service Provider shall perform the obligations or rendering services to the District Municipality to the satisfaction of the District Municipality and shall carry out such services with due care and diligence and apply generally accepted practices and within the conditions of the Waste Management Licence and all legislative requirements as amended and must endeavor to act at all times in the best interests of the District Municipality.
- 2.3 The Service Provider represents and warrants to and acknowledges that, except to the extent otherwise expressly provided in this agreement, the sole relationship between the District Municipality and the Service Provider is that of an Independent Contractor.
- 2.4 Nothing in this agreement shall constitute an employer/employee relationship or an agency or a partnership between the Parties, nor shall it authorize the Service Provider to incur liability on behalf of the District Municipality, save to the extent expressly provided herein.

3. COMMENCEMENT AND DURATION

Notwithstanding the date of signature of this agreement, the agreement shall commence on the 02 September 2024 and shall terminate on 01 September 2034, unless the provisions of clause 5 (Responsibilities of the Service Provider) are timeously invoked, save for the provisions of clauses 10 and 11.

4. RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

- 4.1 The District Municipality undertakes to compensate the Service Provider for services rendered, subject to the provisions of this agreement and the satisfactory completion of the services rendered and compliance of the prescriptions, thereof.
- 4.2 The District Municipality undertakes to render all reasonable assistance to the Service Provider to enable it to supply the services and shall ensure that all matters referred to it for consideration or approval is handled in an expeditious manner.
 - 4.2.1 The District Municipality shall be entitled to withhold disbursements of funding to the Service Provider in the event that the District Municipality is not satisfied with the outcome of the Service Providers performance and / or execution of its obligations in compliance with this agreement.
 - 4.2.2 Additional to or in conjunction with the provisions of clause 10, the District Municipality must give the Service Provider notice of the intention to withhold or stop the disbursement of funding stating the reasons and give the Service Provider an opportunity to submit written representations, within 7 (seven) days, as to why the allocation should not be withheld or stopped.

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- 4.3 The District Municipality undertakes to pay the rates as tendered to the Service Provider within 30 (thirty) days of the submission of the statement to the District Municipality, provided that should the signature date differ from the commencement date of this agreement, statements shall only be submitted after the signature date.
- 4.4 The District Municipality will closely monitor the performance of the Service Provider against the deliverables of the Agreement.
- 4.5 The District Municipality will be responsible for finances and funding associated with closure and rehabilitation of the site.

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

5.1 If, at any time during the currency of this agreement, the Service Provider should encounter any conditions impeding on the timely completion of the services, the Service Provider shall promptly notify the District Municipality, in writing, of the delay, its cause(s) and the proposed action plan to accelerate the progress, and if necessary, revise and re-submit the relevant project schedule. The District Municipality shall evaluate the situation and may, at its sole and absolute discretion, extend the Service Provider's time for performance, with or without the imposition of penalties, in which case the extension shall constitute an amendment to this agreement and will be contained in a duly signed addendum.

5.2 The Service Provider notes the site conditions at handover:

Attention is drawn to the fact that the site as described in this agreement will not be completed in its entirety. The intention is to have access to the site and the weighbridge completed as well as Cell 1A ready for disposal of domestic waste. The site offices, hazardous infrastructure and workshop and civil services will not be completed at site handover.

5.3 The Service Provider acknowledges the following pertaining to the Pricing instructions:

The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

- % = percent
- Prov sum = Provisional sum
- R/only = Rate only
- sum = lump sum
- t = ton (1000 kg) metric ton

For the purpose of the Pricing schedule, the following words shall have the meanings hereby assigned to them:

- Unit: The unit of measurement for each item of work
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The amount, in Rands, calculated by multiplying the quantity and the agreed rate for an item.
- Lump sum: An agreed amount for an item, the extent of which is described in the Pricing schedule but the quantity of work of which is not measured in any units.

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The prices and rates in the Pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

The short descriptions of the items of payment given in the Pricing schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under this contract.

The quantities set out in the Pricing schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing schedule.

5.4 The Service Provider notes that their eligibility for tendering for this contract is based on the Service Provider's financial standing and capacity. The Service Provider's bank ratings must be as follows:

5.4.1 Undoubted for the amount

5.4.2 Good for the amount

5.4.3 Good for the amount under normal working conditions

5.4.4 Reasonable risk for the amount

5.5 The Service Provider notes the following special conditions:

5.5.1 The Operator shall, as part of the documentation required before commencement, at his own cost, effect and maintain the following insurances:

5.5.1.1 A Coupon Policy for Special Risks Insurance issued by SASRIA.

5.5.1.2 Liability Insurance that covers the Employer, as well as the Operator, against their respective liability for the death of, or injury to, any person, or loss of, or damage to, any property (other than property insured directly by the Employer) arising from or in the course of the fulfilment of the contract, from the commencement date, to the end of the contract, provided that the insurance shall include a cross-liability clause such that the insurance shall apply to the Operator and to the Employer as separate insured parties.

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- 5.5.2 The limit of Indemnity for liability insurance is R10,000,000.00 (Ten Million Rand) for a single claim – the number of claims to be unlimited during the contract period.
 - 5.5.2.1 Insurance of equipment owned by the Operator and necessary for all operations (including tools, offices and other temporary structures and contents) brought onto the site for a sum sufficient to provide for their replacement.
 - 5.5.2.2 Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act, No. 130 of 1993.
 - 5.5.2.3 Motor Vehicle Liability Insurance, comprising (as a minimum) “Balance of Third Party” risks, including Passenger Liability Indemnity.
- 5.5.3 The Contract Price shall be subject to contract price adjustment.

Where applicable, in terms of the foregoing, the value of the Payment Certificates issued shall be increased or decreased by the amount obtained by multiplying "Ac" (the value of the work completed for the month in question) by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula with the following values:

$$(1-x) \left[\frac{a L_t}{L_o} + \frac{b P_t}{P_o} + \frac{c M_t}{M_o} + \frac{d F_t}{F_o} - 1 \right]$$

The value of "x" is 0,15. The values of the coefficients are:

a = 0,20 b = 0,35 c = 0,10 d = 0,35.

These are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, Operators' Equipment, material and fuel, respectively.

The base month is the month prior to the closing of the tender.

In addition, the following indices shall apply:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil Engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil Engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

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"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

The suffix "o" denotes the base indices applicable to the base month.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.

If an index relevant to any particular monthly statement is unknown at the time when the monthly statement is prepared, the Contractor shall estimate the value of such index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.

5.6 The Service Provider acknowledges the following pertaining to measurement and payment:

5.6.1 Handling of General Waste (Domestic waste collection)

5.6.1.1 Fixed Monthly Charge:

The Fixed Monthly Charged rate includes full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that **do not depend** upon, or **are not dictated** by, the tonnage of waste processed and includes, inter alia, the following aspects:

5.6.1.1.1 Costs related to the supply of personnel to achieve the scope of works as per the contract.

5.6.1.1.2 Costs for meeting contractual requirements regarding Health and Safety, sureties, insurance etc.

5.6.1.1.3 Cost related to the provision of gardening services, cleaning of buildings etc.

5.6.1.1.4 Costs for the provision of plant, equipment, and fuel to achieve the scope of work which among others includes:

- General site operations as required in the scope of work i.e.:

- i) Operation and maintenance of the weighbridge,
- ii) Maintaining various access roads.
- iii) The provision, maintenance and upkeep of all necessary, temporary/interim offices, ablutions, workshops, storage, electricity supply, water supply, internet and all communications. Once these facilities have been provided by the employer, the employer will provide notice, as agreed with the operator, for the

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provision for these items to cease. The payment for the establishment and de-establishment of these items will be paid via a provisional sum.

- iv) Provision of security for all infrastructure.
- v) Construction of daily cells.
- vi) Spreading and compacting of waste.
- vii) Daily covering of waste.
- viii) Dust suppression.
- ix) Maintenance of pipes and storm water channels,
- x) Load and transporting of cover material,
- xi) Maintaining fire breaks.
- xii) General litter picking on a daily basis to keep the site neat and tidy.

5.6.1.2 Rate per unit for the processing of General waste:

5.6.1.2.1 The Rate per unit for the processing of General waste includes full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities **that depend** upon, or **are dictated** by, the tonnage of waste processed, i.e. creating daily disposal cells, spreading of waste, compaction of waste to required density and placement of daily cover as per the requirements.

5.6.1.2.2 Payment will be based upon official records of waste measured at the weighbridge and will only apply to the quantities of domestic waste recorded over the weighbridge from the various Municipalities and **excludes cover material, Builders rubble, greens waste etc. The Service Provider will not be required to process builders' rubble or green waste but will be expected to record all information of these materials at the weighbridge.**

5.6.2 Handling of Hazardous waste

5.6.2.1 Fixed Monthly Charge:

The Fixed Monthly Charge include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that **do not depend** upon, or **are not dictated** by, the tonnage of hazardous waste processed and includes the following aspects:

5.6.2.1.1 Costs related to the supply of personnel to achieve the scope of works as per the contract.

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5.6.2.1.2 Costs related to the provision of municipal services, gardening services, cleaning of buildings etc.

5.6.2.1.3 Costs for the provision of plant, equipment, and fuel to achieve the scope of work which among others includes:

- General site operations as required in the scope of work i.e.:

- i) Operation of the Laboratory on site with suitably staffed personnel,
- ii) Maintaining the hazardous blending area,
- iii) Blending and loading of hazardous waste onto suitable vehicle for the disposal in the active hazardous cell,
- iv) Suitable construction of waste specific cells for various waste types i.e. stacking area for drums, bag disposal areas etc.,
- v) Placement, spreading and where required, compacting of waste,
- vi) Applying suitable cover directly after disposal of waste,
- vii) Dust suppression if required,
- viii) Operation and maintenance of the liner cooling system,
- ix) Maintenance of pipes and storm water channels,
- x) Load and transporting of cover material,
- xi) Maintaining fire breaks.

5.6.2.2 Rate per unit for the processing of hazardous waste:

5.6.2.2.1 The tendered rate shall include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities **that depend** upon, or **are dictated** by, the tonnage/quantities of waste processed, i.e. Blending, stacking, creating special disposal cells, spreading of waste, compaction of waste where required and placement of cover as per the requirements.

5.6.2.2.2 Payment will be based upon official records of waste measured at the weighbridge or number of containers and will only be the quantities of hazardous waste recorded over the weighbridge from various clients.

5.7 The Service Provider acknowledges the following pertaining to the scope of work:

5.7.1 The scope of this contract covers the requirements for the operation, management and maintenance of the Garden Route District Municipality Regional Waste Management Facility. The Service Provider shall provide all Resources necessary to operate and manage the Site on

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behalf of the District Municipality, in accordance with these Specifications, the principles of Sanitary Landfilling and the requirements of the Waste Management Licence, the Environmental Authorization, the Environmental Management Plan and all relevant Regulations.

5.7.2 The Service Provider shall take note of any requirements, in terms of the Contract with the District Municipality, that deals with the employment of local labour or expertise.

5.8 Mobilisation

The Service Provider shall have all the Resources contained in his original Tender submission, mobilised and ready to deploy, no more than 4 (four) weeks from Date of Commencement.

5.9 Service Provider's Site Management Plan

5.9.1 Within 2 (two) weeks of the Date of Commencement, the Service Provider shall submit to the Responsible Person, a Site Management Plan (SMP). This shall set out, in detail, the Resources to be deployed, methodologies and planning – all to clearly demonstrate how the Specifications will be complied with (the information contained in the SMP shall be of greater detail and content than that submitted at time of Tender).

5.9.2 Included in the SMP shall be:

5.9.2.1 an Emergency Preparedness Plan

5.9.2.2 an Environmental Monitoring Plan. Both of these Plans are as required in the Waste Management Licence, but the Environmental Monitoring Plan is a subset of the Monitoring and Measurement Plan referred to in the Waste Management Licence.

5.9.2.3 a Site Health and Safety Plan (SHSP).

5.9.3 The Responsible Person will provide comments within 1 (one) week of receipt of the SMP. The Service Provider will have 2 (two) days to address any issues and to submit the final SMP. Within 3 (three) days, the Responsible Person (if satisfied with amendments) will approve the SMP and its execution. Any delay in either submitting the SMP and/or addressing comments, will be the responsibility and cost of the Service Provider, as this could delay the commencement of site operations. In this regard, the Employer could incur costs as a result of being unable to fulfil his responsibilities for waste disposal and may require compensation from the Operator.

5.10 Pre-Commencement Inspection, Orientation and Handover

5.10.1 Within 1 (one) day of the approval of the SMP, a meeting and the Pre-Commencement Inspection, will be held at the Site. All infrastructure will be inspected and the conditions, along with any comments, will be formally recorded. This information will form the benchmark data against which future inspections and assessments of the condition of the site, will be compared.

5.10.2 After the inspection, the Service Provider will be issued with a full set of as-built drawings of the site infrastructure and the site will be formally handed over to him/her. Site operations will be expected to commence the following day.

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5.11 Health and Safety

5.11.1 The Service Provider shall conduct all activities and services with due regard to compliance with:

- 5.11.1.1 the Occupational Health and Safety Act (Act 85 of 1993) any amendments thereto, as well as any relevant regulations promulgated thereunder, and
- 5.11.1.2 The Site Health and Safety Plan (SHSP). Note that the SHSP shall also cover those hazards and risks that are unique to landfilling activities, as well as the handling and treatment of Hazardous waste.

5.11.2 In addition, see clause 5.13.2.5 regarding the provision of a Health and Safety Officer.

5.12 The Service Provider acknowledges the following pertaining to the Operations Specifications: overview of work, as follows:

5.12.1 General Description

- 5.12.1.1 The contract is for the Operation and Maintenance of a new Regional Waste Management Facility which includes General waste cells, Hazardous waste cells, chemical laboratory, hazardous waste blending plant, access roads (surfaced and gravel), weighbridges, offices, workshop, electrical reticulation, water reticulation and cover stockpile areas.
- 5.12.1.2 It is estimated that approximately 8 000 (eight thousand) metric ton per month, of General waste, will be disposed of at the site. In addition, it is estimated that the Hazardous waste will be 1 (one) metric ton per month. These estimates will be refined based upon the actual mass, as measured at the weighbridge.

5.12.2 Location of the Site and access

- 5.12.2.1 The project area is situated approximately 15km to the West of Mossel Bay in the Western Cape Province. The site lies to the North of the N2 and to the West of the Petro SA Electrical Turbines. The central co-ordinates of the District Municipality's Waste Management Facility are approximately 34°10'12.75"S and 21°56'58.09"E.
- 5.12.2.2 Access is from the N2 into Duinzicht Ave (Petro SA) and immediately left onto a newly constructed access road running parallel to the N2 in a Westerly direction past the Petro SA landfill site and from there in a Northly direction towards the site infrastructure and weight bridge.

5.12.3 Extent of the Site

- 5.12.3.1 The intention is to have access to the site and the weighbridge completed as well as Cell 1A ready for disposal of domestic waste. The site offices, hazardous infrastructure and workshop and civil services, will not be completed at site handover.

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See Annexure B for drawings.

5.12.3.1 The site will be the entire engineered and developed area within the perimeter fence (approximately 83 Ha) as indicated on the drawings issued. It will be newly constructed and will consist of the following main items of infrastructure:

- i) Perimeter fence and entrance gates
- ii) Protected wetland area
- iii) Guardhouse
- iv) Weighbridge (office, Uninterruptable Power Supply)
- v) Access roads
- vi) There will be no electricity or water services provided at the time of site handover and the operator shall make his own arrangements until permanent infrastructure is provided. The weighbridge office is equipped with a solar power system to power lights, weighbridge and computers.
- vii) Stormwater infrastructure (drains, berms, pipes)
- viii) Groundwater monitoring boreholes
- ix) There will be no workshop, offices, ablutions, laboratory provided, and the operator shall make his own arrangements until permanent infrastructure is provided.
- x) Contaminated water dam
- xi) Leachate management infrastructure (pipe work, sumps)
- xii) Leachate dams. One for hazardous waste cells and one for general waste cells.
- xiii) General waste Cells – including access ramps
- xiv) Hazardous waste Cells – including access ramps
- xv) Hazardous waste Blending Facility
- xvi) Tyre storage area
- xvii) Entrance gate just off Duinzicht Ave.

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5.13 The Service Provider must provide the following services:

The services below, do not constitute an exhaustive list. In addition to carrying out all operations in compliance with the Specifications, the Service Provider shall also observe all prevailing Regulations, Norms & Standards, principles and methods associated with Sanitary Landfilling.

5.13.1 Experience, Qualifications and Skills

The Service Provider is required to have the necessary resources, skills and experience to carry out operations.

5.13.2 Provision of professional, skilled, managerial staff

5.13.2.1 CONTRACTS MANAGER:

A qualified individual with proven experience in the management of large landfills (greater than 500 ton disposed per day) with the disposal of both general and hazardous wastes. He/she needs not be on site on a full-time basis. His/her duties will include, but not be limited to:

- i) Liaison with the Responsible Person with regard to contractual and technical matters.
- ii) Oversight on all aspects of Site operations and management.
- iii) Management of Site Resources.
- iv) Arranging for internal and external, Licence Compliance Audits.
- v) Arranging for topographical surveys for the monitoring of airspace.

5.13.2.2 SITE MANAGER:

An individual with proven experience in the management of landfilling operations on large landfills (hazardous and general wastes). He/she shall be on site on a full-time basis. His/her duties will include, but not be limited to:

- i) All operations of the Site in accordance with this Specification.
- ii) Management of all resources.
- iii) Training.
- iv) Management of all procedures and activities for the receipt and disposal of wastes.
- v) Deployment of plant.
- vi) Management of plant, equipment and infrastructure maintenance.
- vii) Record keeping and administration.

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- viii) Supervision of landfilling operations with respect to:
 - Occupation and waste disposal in new cells.
 - Timing, positioning and construction of Cell access roads and haul roads.
 - Landfilling of special wastes (wastes requiring special handling, pre-treatment, trenching etc.).
 - Management of stormwater and leachate (including pipes, valves, manholes).
 - Provision and application of cover material.
- ix) Short-term and long-term planning with regard to:
 - Daily Cells
 - Acquiring, transporting, stockpiling and application of cover materials
 - Topographical survey for airspace monitoring
 - Monitoring of airspace usage and site life
 - Landfilling in next cell(s)
- x) Compilation and maintaining of a Site Diary.
- xi) Interaction and meetings with the Responsible Person and other designated District Municipality staff.
- xii) Interaction and meetings with the local Monitoring Committee.
- xiii) Interactions with the public.
- xiv) In collaboration with the Responsible Person, arrange for the servicing and maintenance of the Site Infrastructure.
- xv) In collaboration with the Responsible Person, arrange for re-calibration of weighbridge as necessary.
- xvi) Timeously notify the Responsible Person of the need to carry out any repairs or maintenance of fixed infrastructure and arrange for three (3) competitive quotations. These must be submitted to the Responsible Person for approval.

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5.13.2.3 FINANCIAL ADMINISTRATOR:

A suitably qualified and registered person, e.g. accountant, with proven experience in financial administration, he/she need not be on site on a full-time basis. His/her/their duties will include, but will not be limited to:

Implementation of a financial administration and management system, that will include, inter alia

- i) Gathering, collating and management of data from the weighbridge (using the software as provided by the manufacturer of the weighbridge).
- ii) Use of this data for reporting to the District Municipality.
- iii) Use of this data for the billing of users.
- iv) Compilation of a billing system (to be approved by the District Municipality).
- v) The use of this system and the weighbridge data, for the billing of private users who dispose of Hazardous Waste.
- vi) Invoicing, debt collection, controls, and payment facilities for private users
- vii) Efficient credit control
- viii) Compilation and submission of the Service Provider's monthly payment certification and invoicing, to the District Municipality
- ix) Appointment of Service Providers for approved tasks on site (as approved by the Responsible Person and subject to the submission of three (3) quotations

5.13.2.4 LABORATORY MANAGER:

A suitably qualified individual with proven experience in the management of a chemical laboratory and staff. His/her duties will include, but not be limited to:

- i) The supervision and training of staff.
- ii) The delegation of suitably qualified staff to undertake monitoring and testing tasks.
- iii) The monitoring of incoming waste with regard to Materials Data Sheets or other credible/reliable certification of the nature and chemical character of the waste.
- iv) The testing of incoming waste, where necessary.
- v) The determining of suitable pre-treatment of wastes to render them suitable for landfilling in the General or Hazardous Cells.

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- vi) Sampling of contents of monitoring boreholes.
- vii) Sampling of stormwater, potentially contaminated stormwater/runoff.
- viii) Sampling of leachate.
- ix) Issuing Safe Disposal Certification.
- x) Oversight with regard to procedures, testing, methods, accuracy of results.
- xi) The maintaining of records of tests, results, incoming waste data.

5.13.2.5 HEALTH AND SAFETY OFFICER

A formally trained and qualified Health and Safety officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- i) Implementation of the Site Health and Safety Plan.
- ii) Enforcement and monitoring of all Health and Safety requirements and programmes.
- iii) Training.
- iv) Dealing with incidents.
- v) Reporting.

The Health and Safety Officer is permitted to perform other duties (for example, Fire Officer) but shall at all times be available to deal with Health and Safety or preparedness as priorities.

Note that it is acceptable that the duties of the Health and Safety Officer, the Fire Officer and the First Aid Officer, are undertaken by a single person.

5.13.2.6 FIRE OFFICER

A formally trained and qualified Fire Officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- i) Drawing up specific codes/protocols associated with:
 - The provision of firefighting equipment (with specific reference to fires on the waste body, any associated risks due to fires in certain waste types or during pre-treatment, as well as any specialised equipment, PPE or methods associated with fires in hazardous waste).
 - Fire drills.

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- Firefighting (with specific reference to fires on the waste body and any associated risk due to fires in certain waste types or during the pre-treatment, as well as any specialised equipment, PPE or methods associated with fires in hazardous waste that are required).
- ii) Assisting and advising the Site Manager in the procurement of suitable firefighting equipment.
- iii) Active firefighting.
- iv) Training and monitoring.
- v) Servicing and maintenance of equipment (belonging both to the District Municipality and the Service Provider).
- vi) Liaison with Health and Safety Officer.
- vii) Reporting.

The Fire Officer is permitted to perform other duties (for example, Health and Safety) but shall at all times be available to deal with firefighting or preparedness as priorities.

5.13.2.7 FIRST AID OFFICER

A formally trained and qualified First Aid Officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- i) Provision of first aid and first-call medical services.
- ii) Assisting and advising the Site Manager in the procurement of suitable First Aid equipment.
- iii) Liaison with Health and Safety Officer.
- iv) Reporting.

The First Aid Officer is permitted to perform other duties (for example, Health and Safety) but shall at all times be available to deal with First Aid or preparedness as priorities.

Note that although it is acceptable that the duties of the Health and Safety Officer, the Fire Officer and the First Aid Officer may be shared, no fewer than 2 (two) people shall be allocated in these roles i.e. the duties are not to be undertaken by a single person only.

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5.13.2.8 SECURITY

Suitably trained and qualified Security Staff whose duties will include, but not be limited to:

- i) Manning of the entrance gate(s) and ensuring that no unauthorised persons or vehicles enter the site.
- ii) Securing of all District Municipality's infrastructure, buildings etc. (the securing and protection of the Service Provider's Resources, as well as the associated costs, shall remain the responsibility of the Service Provider).
- iii) Patrolling and inspection of the perimeter fence.
- iv) Patrolling of the Waste Body to ensure that no unauthorised persons enter that area.

Staff shall be adequately equipped to enable safe work and shall have means of transport and communication.

5.13.2.9 WEIGHBRIDGE OPERATOR

A suitably trained individual with proven experience in the operation of a weighbridge. His/her duties will include, but not be limited to:

- i) Operation of an electronic weighbridge.
- ii) Use of commercial software (provided by the supplier of the weighbridge) for the recording of waste and vehicle masses.
- iii) Integration with the District Municipality accounting and reporting software and systems.
- iv) Inspection of relevant certification of waste types and nature.
- v) Maintaining and backing-up of records.
- vi) Compilation of reports.

5.13.2.10 SKILLED AND TRAINED OPERATORS/DRIVERS

Suitably trained and experienced operators of key plant, such as:

- Landfill compactor
- Loaders
- Trucks

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- Water trucks
- Excavators/digger loaders
- Stormwater and leachate pumps

5.13.2.11 PROVISION OF SKILLED AND TRAINED STAFF AT THE WORKFACE

Suitably trained and experienced staff to undertake the following, at the workface/in the area of waste disposal in cells:

- i) Direction of incoming waste vehicles to correct tipping/discharge points (spotters, supervisors)
- ii) Inspection of waste at points of tipping/discharge
- iii) Reporting of suspicious waste
- iv) Application of daily cover

5.13.2.12 PROVISION OF LABOUR

Labour shall be for general duties on the site and shall be provided with necessary tools and equipment.

5.13.3 Availability and replacement of staff

5.13.3.1 All staff shall be available for the duration of the Contract. In the event of a staff member being absent, a suitable replacement shall be on site within 24 (twenty-four) hours.

5.13.3.2 Should any staff member give notice of the intention to leave the Operator's employ, the Responsible Person shall be notified. A suitable, equally qualified and experienced person shall be timeously identified, and the particulars submitted to the Responsible Person, for consideration.

5.13.3.3 At all times the duties of absent staff shall be taken up by others, in order to maintain continuity and completion of tasks.

5.13.4 Communications

5.13.4.1 The Service Provider shall provide key staff with suitable means of communication (radio, mobile phone). At a minimum, communications must be maintained between weighbridge, spotters, supervisors, Site Manager, Laboratory, Health and Safety Officer, security staff and operators/drivers.

5.13.4.2 The Site Manager shall also compile a list of contact numbers of the various waste generators. This list is to be updated regularly.

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5.13.5 Provision of Plant and Equipment

5.13.5.1 Plant and equipment provided shall be (at a minimum) as undertaken and set out in the Operator's Tender submission. These items notwithstanding, the Service Provider shall at all times, provide sufficient plant and equipment to carry out operations in full compliance with the Specifications.

The minimum items shall include (but are not limited to):

- i) Digger loader (for trenching on the waste body, loading at the cover material stockpile)
- ii) D6 bulldozer
- iii) Front end loader (for general loading duties) – 3.5 m³ min
- iv) Tracked Excavator (for loading at the cover material stockpile) – 172 HP min
- v) Trucks/haulers for transporting cover material on site and to the working face – 10 m³ min
- vi) Minimum 25 metric ton Landfill compactor
- vii) Minimum 5000 l Water truck and bowser equipped with water pumps
- viii) Pumps for use on stormwater and leachate
- ix) All equipment and consumables used for the cleaning and maintenance of buildings
- x) Tow ropes, chains, tow bars

5.13.5.2 The above excludes any plant, equipment and consumables that are used for the Service Provider's own purposes, maintenance, repairs etc.

5.13.5.3 All plant or substitute plant are subject to the reasonable approval of the District Municipality.

5.13.6 Availability and serviceability of plant and equipment:

5.13.6.1 All plant and equipment shall be available and in an operational condition, for the duration of the Contract. In the event of a breakdown, a suitable, temporary replacement shall be sourced and deployed within 24 (twenty-four) hours. The original item shall be back in service within 7 (seven) days unless a suitable strategy has been accepted by the Responsible Person.

5.13.6.2 At all times, all operations shall continue uninterrupted, in spite of any breakdowns, servicing, planned maintenance etc.

5.14 The Service Provider must ensure Site Management and Operations as follows:

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5.14.1 Site Management

In addition to requirements of the relevant sections above, the Service Provider will be responsible, inter alia, for the following:

5.14.1.1 Observing working hours

Working hours shall be:

07h00 to 17h00 on weekdays

08h00 to 15h00 on Saturdays and Public Holidays (including Christmas and Good Friday)

Sundays – closed.

The site shall be in operation every day, during the hours above.

Use of site after hours:

Provision has been made in the Pricing Schedule for operations carried out, after/outside the working hours set out above.

5.14.1.2 Day-to-day maintenance of infrastructure

The Service Provider shall be responsible for all tasks associated with the maintenance and upkeep of all infrastructure on the site. This shall be carried out with necessary liaison, planning and collaboration with the Responsible Person. Arrangements, timing, quotations for work etc. must be submitted to the Responsible Person, who must first give approval before any work on these tasks, takes place.

Inter alia:

- i) Arranging for repairs and servicing of fixed equipment
- ii) Repairs and upkeep to roads and building and other fixed infrastructure (excluding the infrastructure for waste tyres, processing of green waste, composting)
- iii) Cleaning and sweeping of buildings
- iv) Cleaning and sweeping of access roads
- v) Clearing and keeping clean of stormwater channels and pipes
- vi) Clearing of litter and wind-blown waste
- vii) Cleaning of all fixed equipment and infrastructure
- viii) Repairs and painting of buildings

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- ix) Servicing and calibration of weighbridge
- x) Maintenance of laboratory and equipment
- xi) Upkeep and maintenance of gardens and landscaped areas
- xii) Maintenance of perimeter fence
- xiii) Ensuring clean and hygienic conditions in all toilets, showers and washbasins.
- xiv) General housekeeping to ensure inside and outside of buildings and surrounding areas are kept clean and neat.
- xv) Ensure perimeter fence is clear of any vegetation
- xvi) Nuisance control – odour, pest, dust etc.

Resources, plant and equipment belonging to the Service Provider shall be excluded from this process and all associated costs shall be for the Service Provider's account.

5.14.1.3 Manning of Weighbridge and Office

- i) Receiving of waste – all approved vehicles
- ii) Inspection of waste
- iii) Scrutinising of Materials Data Sheets and other certification
- iv) Operation of weighbridge via computer and software supplied by the manufacturer of the weighbridge.
- v) Capturing of incoming data (vehicles mass and details, waste mass and details, waste type, account details etc.) – all approved vehicles
- vi) Integration with, and use of, THE DISTRICT MUNICIPALITY accounting software and reporting processes
- vii) Maintenance of records and reporting to THE DISTRICT MUNICIPALITY.
- viii) Compilation and maintaining of a list of approved users and vehicles

Note that no cash will be handled, and all charges will be by pre-arrangement and accounts with the District Municipality.

All disposal tariffs will be determined by the District Municipality

The District Municipality intends to appoint Service Providers who will be responsible for the management of Waste Tyres, Green Waste and composting.

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The recording and reporting of weighbridge data for associated vehicles shall be the responsibility of the Service Provider.

5.14.1.4 Record keeping and reporting

5.14.1.4.1 Compilation and maintenance of Site Diary (including, weather, incidents, security breaches, complaints, quantity and type of waste disposed, quantity of cover materials used, etc.)

5.14.1.4.2 Compilation and maintenance of all records and administrative items as per the District Municipality's requirements, including the management of the accounts of private operators (billing, debt collection, records etc)

5.14.1.4.3 Compile and submit necessary, periodic reports. This includes the monthly, 6 (six) monthly and annual reports as required by the District Municipality. A format for reports will be agreed with the Responsible Person when the Site is handed over, but typical information will include:

- i) Incidents
- ii) Weather
- iii) Problems
- iv) Resources utilised
- v) Breakdowns
- vi) Mass of waste disposed
- vii) Cover material used
- viii) Testing and monitoring results
- ix) Testing of wastes
- x) Compaction achieved

5.14.1.5 Testing, laboratory

5.14.1.5.1 The criteria for waste that is excluded from being allowed to be disposed of to landfill and requires pre-treatment, are as follows – as per National Environmental Management: Waste Act, 2008 (Act 59 of 2008) (NEMWA) legislation:

- i) Corrosive – pH less than 6 or above 12
- ii) Reactive waste
- iii) Liquid waste – moisture content greater than 40%

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- iv) Flammable waste with flash point < 61 C
- v) Brine waste with TDS > 5% and leachable TDS > 100 000 mg/l

5.14.1.5.2 The treatment needed, in order for the Operator to accept any wastes that do not meet the criteria are as follows:

- i) Blend with chemicals or other material
- ii) Treat with chemicals

5.14.1.5.3 The waste generator is required to provide an analysis that complies with Norms and Standards for Assessment of Waste for Landfill Disposal (GN R.635, 23 August 2013) to categorise the waste.

5.14.1.5.4 They will also be required to provide a Classification of waste in terms of the South African National Standard: Globally Harmonised System of Classification and Labelling of Chemicals (GHS) SANS 10234:2008 according to the Waste Classification and Management Regulations (WCMR) (GN R.634, 23 August 2013).

5.14.1.5.5 The on-site laboratory will be required to verify the analysis provided, before the waste can be accepted and the equipment listed in Table 1 will be needed to perform the verification by the lab analyst.

5.14.1.5.6 The on-site laboratory will also be required to do a test on the sample with the proposed treatment/blending ratio to determine if the treatment will be successful.

Lab treatment requirements:

Item/Constituent	Limit/Standard	Equipment	Treatment	Comment
Moisture	Below 40%	Oven	Blend with ash or other suitable material to reduce below 40%	Possible trial could be done to determine if crushed builders' rubble or soil is an effective treatment as an alternative to ash
pH	Between 6 and 12	pH meter	Lime, sodium hydroxide or ash	Potentially crushed builder's rubble/ cement
Flashpoint/ flammability	FP Greater than 61 C	Flash point meter	Blend with ash or other suitable inert material	Possible trial could be done to determine if

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			(crushed builders' rubble, soil)	crushed builders' rubble or soil is an effective treatment as an alternative to ash
Heavy metals	As per GN R.635	Test kits	Lime, ferrous sulphate, ferric chloride, ash, sodium sulphide, sulphur	The chemical treatment will be dependent on the heavy metal or contaminant present
Odour	-	-	Trench and cover with soil	
Safe Disposals	-	-	Trench and cover with soil	

The following actions will be required as a minimum:

- Furnish the laboratory with all necessary equipment, chemicals, etc.
- Maintain, service and calibrate equipment as necessary
- Achieve and maintain accreditation for the laboratory and staff
- Provide suitably trained and qualified staff to operate the laboratory
- Comply with all testing norms and standards in terms of waste management and classification
- Perform necessary testing (type and frequency) to characterize or confirm characterisation of the incoming wastes
- Take representative samples for later inspection and/or testing
- Perform necessary testing to confirm type and nature of pre-treatment, as well as tests to confirm efficacy of pre-treatment
- Issue Safe Disposal Certification

5.14.1.6 Environmental Monitoring

5.14.1.6.1 The District Municipality will be responsible for environmental monitoring. Monitoring to be included in the site management plan, the operator must notify the District Municipality two (2) months before the due date of the required action.

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5.14.16.1 Sample bottles for surface monitoring, will be kept by the operator and a minimum of ten (10) surface water samples will be taken at agreed location on site directly after a rain event.

5.14.1.7 Landfill Gas Management

5.14.1.7.1 At this stage the landfill gas management is conceptual and will be finalized once disposal commences. It is assumed that the District Municipality will outsource the installation and management of landfill gas extraction and that the site Service Provider will ensure that no damage occurs to the landfill gas infrastructure due to landfill operations.

5.14.1.7.2 Submission of the final proposed gas management system will be submitted to the authorities for comment and approval. The basis conceptual design is provided below.

5.14.1.7.3 The site Service Provider will be expected to work closely with the landfill gas management company to ensure successful extraction and processing of landfill gas by the landfill gas management company.

5.14.1.7.4 The operator will be expected to take note of the existence and positions of any landfill gas infrastructure, pipes, etc. and to manage operations in such a way that there is no damage to said infrastructure. The Operator will be expected to work closely with the landfill gas management company to ensure successful extraction and processing of landfill gas by the landfill gas management company.

5.14.1.7.5 On account of the organic content of the general waste it is highly likely that the landfill will produce landfill gas. The biogas will be managed using a combination of horizontal and vertical wells, with gas being actively extracted to a processing plant. For the initial layers, a number of horizontal wells will be established during operation and connected to the gas extraction system comprising of a main ring pipe around the cells connected to the processing plant.

5.14.1.7.6 Once the top of the landfill is approximately 10 m from the liners, a series of pin well nests will be installed. These pin wells consist of perforated steel pipes which will be driven into the waste with a collection pipe connected on top. Landfill activities will later on proceed on top off the pin wells.

5.14.1.7.7 Each phase will have its own management system and will be designed specifically for that Phase.

5.14.1.7.8 When the final capping is applied to the landfill at various stages of completion, appropriate capping structures would be constructed to enable passive venting to ensure that a build-up of gas does not occur in the landfill areas.

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5.14.1.7.9 Notwithstanding the above, the gas management system at the site will incorporate a gas monitoring system, including the following:

- i) Monitoring of landfill gas concentrations on a regular basis on the landfill during operation and after closure; and
- ii) Regular monitoring of safe practices to avoid hazardous concentrations of gases at temporary or permanent working areas of the site.

5.14.1.8 Salvage rights

The Service Provider shall have no rights for the salvaging, re-use or recycling of waste on site. In addition, the District Municipality may appoint Service Providers who do have certain salvage rights. In this regard, the Service Provider shall co-operate as necessary.

5.14.1.9 Ownership

The Service Provider will retain ownership of all furniture, laboratory equipment and other non-fixed items that he has provided.

5.14.2 Operations

At all times, landfilling and disposal operations shall be carried out with due regard for, inter alia:

- i) The principles of Sanitary Landfilling
- ii) These Specifications
- iii) Prevailing Regulations
- iv) The Waste Management Licence
- v) The protection from damage to cell layers, edge berms, access ramps, pipework, manholes and all associated infrastructure
- vi) The shape and form of the waste body and the maximum levels and slopes
- vii) Waste thickness
- viii) The correct operation of stormwater and leachate management systems
- ix) Health and Safety requirements
- x) The provision of haul roads for the Landfill Compactor or other heavy plant, such that there is no damage to infrastructure, cells etc.

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5.14.2.1 Types of wastes expected

Waste that, in terms of the landfill classification, are allowed, can be expected. By special arrangement between the District Municipality and participating municipalities, selected builders' rubble will be brought to the site and stock-piled at a designated area. The operator may, at his/her own cost, maintain and make use of rubble for haul roads on the workface.

5.14.2.2 Direction of wastes to correct Cells

The Service Provider's staff shall, at all key points of incoming waste, direct vehicles to the correct place of disposal, inspection, waiting etc.

5.14.2.3 Management of waste types

It is the absolute responsibility of the Service Provider to ensure that only those wastes that are allowed in terms of the landfill classification, WML and other relevant regulations, are allowed on site for disposal.

5.14.2.4 Tyres

All tasks associated with the management of tyres will be the responsibility of other Service Provider(s) appointed by the District Municipality. Accordingly, the Service Provider will only be required to record loads crossing the weighbridge and to remove any tyres that may be found in the incoming waste and to stockpile them at an approved location, on site.

5.14.2.5 Cell access

5.14.2.5.1 Cells have been constructed with access ramps in place. These are the only entrance points to be used for entering Cells. All movements (vehicles and plant) shall be carried out in such a way as to not damage the surface and layers of the access ramps. Material may be added to the riding surface, with equal care to avoid damage.

5.14.2.5.2 Once the waste body extends above the surrounding ground level, the Service Provider may construct haul roads and entrance points but once again, due care shall be exercised to avoid damage to the Cell structure. All haul roads intended for use by landfill customers/private users, must be suitable for their vehicles.

5.14.2.6 Inspection of waste

The Service Provider shall ensure that Spotters and Supervisors at the Working Face inspect loads that are being tipped or otherwise disposed, in order to check for illegal waste. Cases shall be reported to the Site Manager immediately.

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5.14.2.7 Procedure for the rejection of incoming waste

Should any load of waste delivered to the Site, not meet the Licence conditions (in terms of its Waste Classification) the Service Provider shall do the following:

- i) The Site Manager must be notified immediately
- ii) The vehicle driver shall be informed that the load has failed to meet criteria and instructed to park and await further instruction
- iii) The Site Manager shall establish what criteria have not been met. If the chemical nature of the waste is in question, the Site Manager shall notify the Laboratory Manager and arrange for appropriate confirmatory testing.
- iv) In the case of testing that confirms the unsuitability of the waste, or in the case that the waste is clearly not suitable for disposal on the Site, the Site Manager shall contact the generator of the waste, or the relevant Local Municipality and arrange for a different means/location of disposal. Any costs associated with the special handling and/or disposal of the rejected waste at a different site will be borne by the waste generator.

5.14.2.8 Waste disposal

5.14.2.8.1 Waste disposal in a Cell, below surrounding ground level:

When waste is disposed of in an empty Cell, or in a Cell where waste has not yet reached surrounding ground level, the following shall take place:

- i) A pioneering layer of waste that does not contain sharp object, rocks, rubble etc. shall be carefully end-tipped and spread so as to protect the Cell layer works and to provide a working platform. This pioneer layer/platform shall be progressively constructed, working toward the highest point in the cell in such a way as to achieve a depth of waste of at least 1m. Once a platform of adequate area has been constructed, landfilling can take place.
- ii) At all times, the utmost care shall be taken to protect the Cell layer works and any pipework.
- iii) No trenches or excavations are permitted during this phase.
- iv) In the case of the Hazardous Waste Cells, the above requirements are to be strictly adhered to and no mixing nor blending shall take place in the cell. The Blending Facility must be used for this purpose.

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5.14.2.8.2 Waste disposal in a Cell, above surrounding ground level:

When the waste body has reached ground level, the following shall take place:

- i) Waste disposal must take place inside the starter berm, progressing toward the inside of the cell, in a series of well-managed terraces. When the waste has reached a height close to that of the top of the starter berm, the next starter berm shall be constructed using selected cover material.
- ii) The finished surface of the waste, prior to the placement of daily cover material, shall be shaped and sloped in such a way as to be free-draining and to have a regular surface with no excessive undulations or depressions.

5.14.2.8.3 Daily Cell:

Based upon records from the weighbridge, the amount of waste to be disposed of in a day shall be used to calculate the volume required for that waste. The target compaction rate must be used (see section 6.2.11) and a waste depth of 2m applied. The resultant footprint must then be used to determine the amount of Cover Material required. In this way, it will be possible to cover the waste disposed of and compacted in a day and thereby reduce nuisances.

5.14.2.8.4 Wet weather cell:

- i) The Service Provider shall ensure that sufficient sound material is set aside to use for haul roads or working platforms during wet weather. Tow ropes, chains, tow bars etc. must be readily available to free any vehicle that becomes stuck.
- ii) At all times, the Service Provider shall ensure that disposal operations are not affected by inclement weather and that disposal space, to cater for a 36 (thirty-six) hour period, is available.

5.14.2.9 Fires

See clause 5.13.2.6 for the provision of a Fire Officer.

5.14.2.9.1 Buildings, infrastructure, Site and resources:

All buildings will, at the time of handover, be equipped with the necessary firefighting equipment. The Operator, along with the Fire Officer, shall make arrangements and provide the necessary resources to:

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- i) Maintain preparedness and to carry out any firefighting that becomes necessary in order to protect the District Municipality infrastructure
- ii) Maintain preparedness and to carry out firefighting that becomes necessary to protect resources belonging to the Operator
- iii) Maintain preparedness and to carry out firefighting that becomes necessary to protect other areas of the site (open areas, tyre stockpile etc.)
- iv) Ensure that the methods and equipment used, are appropriate to the nature of the fire (with due regard to the type of wastes burning and the associated risks (explosion, fumes etc.))
- v) Ensure uninterrupted landfilling and waste disposal activities.

5.14.2.9.2 Waste body, areas for pre-treatment of waste:

The Service Provider, along with the Fire Officer, shall make arrangements and provide the necessary resources to:

- i) Maintain preparedness and to carry out any firefighting associated with fires occurring on the waste body
- ii) Maintain preparedness and to carry out any firefighting associated with fires occurring in areas where waste pre-treatment takes place.

5.14.2.10 Control of nuisances

The Service Provider shall take all necessary to manage nuisances such as dust, odour, flies litter etc.

5.14.2.11 Compaction

5.14.2.11.1 The Service Provider shall at all times ensure that landfilling methods result in an effective compaction of waste in the waste body, by a combination of rolling/compacting, selective waste spreading, mixing etc. A minimum compaction rate of 1 000 kg per m³ (one-thousand, one-hundred kilogramme per cubic metre) must be achieved.

5.14.2.11.2 The rate of compaction shall be monitored on an ongoing basis, recorded and correlated with airspace surveys and records. This information shall be reported to the Responsible Person at least on a monthly basis.

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5.14.2.12 Cover material

5.14.2.12.1 Cover material shall be sourced from the designated stockpile and/or from inert material in the waste stream. This shall be applied in such a way as to cover the waste body at the end of the day and to thereby prevent nuisances, as well as to prevent waste being exposed to rain and the occurrence of potentially contaminated runoff. Apart from the active working area, the waste body shall be covered at all times. Certain areas that do not receive waste for extended periods of time may receive intermediate cover.

5.14.2.12.2 The thickness of the cover may vary but shall not be less than that required to achieve the result described above. Daily cover is usually 150 mm thick and intermediate cover usually 300 mm thick. However, excessive application of cover must be avoided. In this regard, the amount of cover applied, versus the volume of waste covered, shall be monitored.

5.14.2.12.3 Comprehensive records of cover used location etc. must be kept and submitted to the Responsible Person.

5.14.2.12.4 The Service Provider shall monitor the amount of cover material available and shall notify the Responsible Person when stockpile(s) have been consumed and there is 2 (two) month's material left for use.

5.14.2.12.5 The Service Provider may make use of suitable material that is brought to the landfill by users and measured at the weighbridge.

Note that there is sufficient cover material at the designated stockpile for operational purposes.

5.14.2.13 Side slopes and extent of landfill

The Service Provider shall ensure that the maximum side slopes of the final, compacted waste body, do not exceed 1 (one) vertical to 4 (four) horizontal. In addition, the position of the toe (or any other part) of the waste body, shall not extend beyond the Cell or any engineered portion of the cell. In addition, the shape, lines and levels dictated by the closure plan, shall be adhered to at all times.

5.14.2.14 Safe Disposal certification

Safe Disposal Certification, dependent upon the nature of waste or specific load requirements, or as required by users, or as required by Regulations, shall be issued and appropriately recorded.

5.14.2.15 Audits and compliance

5.14.2.15.1 The Service Provider shall carry out monthly, internal audits in order to monitor compliance with the conditions of the Waste Management Licence, the Site Management Plan and these Specifications. The weighbridge and laboratory shall be included.

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5.14.2.15.2 The frequency of audits that monitor compliance with the Site Management Plan and these Specifications, shall be monthly, and outcomes shall be included in monthly reports submitted to the District Municipality.

5.14.2.15.3 The monitoring of compliance with Licence conditions shall be regular and on-going. Formal compliance audits shall be carried out at the frequency required in terms of the Licence. The District Municipality shall use suitably qualified and accredited, external service providers, for this purpose. These audits are independent of those carried out by the Operator for their compliance purposes in terms of site management, i.e. internal audits. The Operator shall assist and co-operate with service providers, as well as officials of the Licensing Authority.

5.14.2.16 Dust suppression

The Service Provider shall ensure that the generation of dust is controlled. In the case of dust generated on areas other than the waste body or Cells, retained stormwater may be used as a control measure. Prior to this, however, the quality must be tested to confirm safe use.

5.14.2.17 Management of Stormwater and Leachate

5.14.2.17.1 The Service Provider shall be responsible for the overall management and maintenance of existing storm water and leachate channels within landfill site. The Service Provider shall ensure vegetation is cleared inside stormwater channels to allow free flowing of stormwater and also clear vegetation around both the leachate and stormwater dams.

5.14.2.17.2 The Service Provider will be responsible for pumping the leachate and to monitor quality. It will be the responsibility of the Operator to maintain a 800mm freeboard on all leachate dams and stormwater dams on site. The Service Provider is required to maintain these areas on regular basis.

5.14.2.17.3 The Service Provider shall prevent undue contact between waste and stormwater, so as to minimize the volume of contaminated run-off and leachate formed.

i) *Untaminated stormwater:*

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water entering the working area. The object of the drainage system is to divert clean stormwater run-off around one or both sides of the waste body. Once portions of the landfill have been fully rehabilitated, such runoff will be classified as unaminated.

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The continued extension and maintenance of this system by the Service Provider to keep it free-draining, is required throughout the contract and the Service Provider is required to state in his/her Site Management Plan, the methods he/she proposes to use in this regard.

During the initial stages of a cell's operation, water collected within the active cell will be diverted via the leachate collection system to the contaminated water dam. Once the height of the waste is higher than the adjacent unused cell, contaminated water will drain into this cell which will act as a "buffer dam" from where contaminated water can be released on an adhoc basis to the contaminated water dam via the leachate conveyance system as described in the previous section. A contaminated water drain will be maintained around the perimeter of the cells between the edge of the cells and the waste body. An off-cut HDPE strip tied into the waste body will be used to divert water on the inside of the cell to discharge in the adjacent cell.

The sump from this cell will be linked to the leachate system with a valve to the contaminated water system which will allow for release into the contaminated water dam. Once the waste within the cell is filled above the level of the perimeter berm, contaminated surface run-off will be diverted to the adjacent cell where the same drainage system will apply.

Once the level of the waste body is above natural ground level, all cells in a cell sequence will drain to a contaminated water sump linked to a main contaminated water drain leading to a contaminated water dam.

As portions of the landfill reach final height and capping has been applied as part of phased rehabilitation process, run-off from these areas would be considered uncontaminated, and the toe drain would be directed to link up with clean storm water system.

ii) *Contaminated stormwater:*

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that stormwater falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the cell, which will in turn be drained/pumped into a containment pond. Suitable pumping equipment is to be supplied by the Service Provider as part of the equipment for operating and maintaining the site. The pumping equipment shall be kept available on the site and used to ensure that the cell-area is always drained.

All water that has been in contact with waste will be considered to be contaminated. Any mix of contaminated and uncontaminated water shall be treated as contaminated. The Service Provider will be required to contain such water in the contaminated water dam (from where it will be allowed to evaporate or be used for dust suppression

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on site) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

5.14.2.18 Management of Leachate

5.14.2.18.1 Leachate shall be managed by making use of existing infrastructure (shown in drawings). Manhole contents and levels shall be monitored.

5.14.2.18.2 The Service Provider will need to monitor the **existing, as well as future** localised leachate collection sumps. Should it be found that leachate is present; this is to be pumped into a containment pond. Suitable pumping equipment should be provided.

5.14.2.18.3 Throughout the operation of the landfill, the primary objective must be to reduce the formation of leachate, with the secondary objective being to dispose of leachate formed, in an environmentally sound manner without unnecessary exposure to the atmosphere.

5.14.2.18.4 Leachate dams must at all times have a freeboard of 800mm. A fire break perimeter of at least 4m must be maintained. The Service Provider must ensure that the fence is in good order and that gates are locked at all times unless working in the area.

5.14.2.18.5 Where required, temporary berms and storm-water drainage channels shall be provided by the Service Provider to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

5.14.2.18.6 Detection manholes and sumps shall be monitored for the presence of leachate and all occurrences must be reported to Responsible Person.

5.14.2.18.7 The three main components of a leachate management system include the following:

- i) The liner beneath the landfill to prevent infiltration into the ground water.
- ii) The collection system to transfer leachate to the leachate dam.
- iii) The leachate treatment or containment system to prevent surface and ground water pollution by leachate.

5.14.2.18.8 Any leachate emanating from the waste in the landfill would appear 300mm thick, 38mm stone leachate collection layer overlying the composite liner and would flow downslope beneath the landfill towards the leachate collector drains. These drains would consist of 160 dia perforated HDPE pipes placed within 300m layer of 38 mm aggregate. These primary leachate collectors would discharge into 200 dia perforated HDPE main leachate gravity pipes running along the lowest

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side toe of the landfill cells towards the leachate sumps (eastern and southern side of cells). The 200 dia drilled leachate pipe in each cell is to be inserted into a solid 250 dia HDPE that penetrates through the liner and perimeter berm into an HDPE manhole outside the cell. A HDPE boot will be welded onto the opening in the liner and secured with a stainless-steel clamp around the pipe. The sump below the exit pipe will be filled with soilcrete to the underside of the 200 dia pipe to ensure a solid base for the pipe where it exits the cell.

5.14.2.18.9 The HDPE manholes on the outside of the cells are to be linked to 315 dia main leachate conveyance pip to the leachate dam or contaminated water dam south-east of the cells.

5.14.2.18.10 Each manhole will have a valve to enable shutting off leachate flow from a cell higher in the system. This will allow the same system to be able to drain contaminated water from other cells lower down the line to, either the environment or the contaminated water dam.

5.14.2.18.11 When draining contaminated water or clean storm water, the system will be flushed into the leachate pond to ensure that the pipes are clean before discharge of contaminated water in the contaminated water dam. The same applies to the draining of storm water from unused cells.

5.14.2.18.12 In the event that the leachate dam or the contaminated water dam, are in danger of overflowing, excess liquid may be transported to, and discharged at the nearby Pinnacle Point Wastewater Treatment Works. The Operator shall monitor dam levels rigorously and continually be in the position that at 24 hours warning can be given to the treatment works.

5.14.2.19 Airspace monitoring and Life of site

5.14.2.19.1 The Service Provider shall monitor the consumption of airspace. This shall be based on waste quantity records, landfilling records etc. and shall be correlated with anticipated/planned airspace consumption (using the drawings and information provided by the District Municipality). These results shall be communicated to the Responsible Person every month.

5.14.2.19.2 Once a year, the Service Provider shall arrange for a topographical survey, based upon which airspace consumption and remaining airspace shall be calculated. This shall be captured in an Airspace Report, which shall include correlation with, and a summary of, the data recorded in the monthly reports, comparison with the Closure Plan and any relevant information.

5.14.2.19.3 Payment for the topographical survey shall be via the Provisional Sum in the Pricing Schedule. There will be no separate payment for the monthly reporting, annual reporting nor calculations and all associated costs will be deemed to be included in the dedicated item for Fixed Monthly Charges, in the Pricing Schedule.

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5.14.2.20 Performance monitoring and penalties

5.14.2.20.1 Based upon the requirements of this Specification and the associated Regulations, the Operator's performance will be assessed on an ongoing basis by the Responsible Person.

5.14.2.20.2 In the event of poor performance or regular non-compliance, the Responsible Person will consider the imposition of penalties as set out below.

Item	Description	Penalty
6.2.20 (a)	Failure by the Service Provider to open or to operate the site on any of the operating days, or for closing of the Site during the agreed operating hours.	R10 000,00 for first hour, escalating by R2 000,00 until the matter is rectified.
6.2.20 (b)	Failure to provide any of the plant and equipment required after the grace period as stipulated under 5.3	25-ton Landfill Compactor – R7 500 per day D6 (or equivalent) Bulldozer – R5 000 per day Articulated Dump truck/hauler – R4 000 per day Track Excavator – R4 000 per day Water Tanker – R4 000 per day ..until the plant is on site
6.2.20 (c)	Failure by the Service Provider to adequately cover overnight with material for normal waste and any exposure in the case of animal carcasses or special wastes.	R10 000 per day until the matter is corrected.
6.2.20 (d)	Inadequate nuisance control, such as litter control, odour control, dust control, rodent control and vector control	R4 000,00 for first occurrence, escalating by R2 000,00 for consecutive days to a maximum of R20 000,00 per occurrence.
6.2.20 (e)	Developing the waste body such that, irrespective of the Cell Development Plan, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 4 (horizontal) i.e. steeper or flatter than 1:4	Site operators to correct waste body at own cost.
6.2.20 (f)	Failure to achieve the minimum compaction Ratio of 1 100 kg/m ³	R 20 000.00 per occurrence
6.2.20 (g)	Failure to prepare a Wet weather cell in preparation for inclement weather	R10 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
6.2.20 (h)	Failure to have the specified security personnel and security equipment on site	R 10 000, 00 for the first occurrence, escalating by R 5 000, 00 for 3 consecutive days thereafter to a maximum of R20 000, 00 per occurrence.
6.2.20 (i)	Failure to have the specified waste spotter personnel and on site	R 2 000, 00 for the first occurrence, escalating by R 5 000, 00 for 5 consecutive days thereafter to a

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Item	Description	Penalty
		maximum of R10 000, 00 per occurrence
6.2.20 (j)	Failure by the Service Provider to achieve a compliance level during the environmental audits, both internal and external that can be contributed to the Site operators' negligence.	Maximum of R20 000, 00 per occurrence. If the non-compliance is not rectified before the next audit.
6.2.20 (k)	Any proven deviation from the Waste Management Licence conditions.	R40 000, 00 for first occurrence, escalating by R10 000, 00 for consecutive days to a maximum of R30 000, 00 per occurrence.
6.2.20 (l)	Failure by the Service Provider to manage stormwater and leachate	R10 000 per occurrence, escalating by R 10 000 per consecutive occurrence

5.14.2.21 Cell Development Plan

The Service Provider shall work in accordance with the Cell Development Plan, when developing new cells and work areas.

5.14.2.22 Weather Station

The Service Provider shall establish a weather station in order to monitor and record, weather.

5.14.2.23 General

5.14.2.23.1 Use of site:

Only those parties who have been approved by the District Municipality are allowed to use the site. This may include visitors who are not disposing of waste (educational groups, THE DISTRICT MUNICIPALITY officials, service providers etc.) The Service Provider- shall instruct staff accordingly and shall also make such arrangements as are necessary to deal with these eventualities.

5.14.2.23.2 Training:

The Service Provider may be called upon to provide basic landfill operation training, the District Municipality staff.

5.14.2.23.3 Hazardous System:

The four main components of a leachate management system include the following:

- i) The liner beneath the landfill to prevent infiltration into the ground water
- ii) A leakage monitoring system in-between three geomembrane layers

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- iii) The collection system to transfer leachate to the leachate dam, and
- iv) The leachate treatment or contaminated system to prevent surface and groundwater pollution by leachate.

Any leachate emanating from the waste in the landfill would appear in the 200mm thick collection layer overlying the composite liner and would flow downslope beneath the cell towards the leachate collector drains. These drains would consist of 110 dia perforated HDPE pipes placed within 200m stone layer. These primary leachate collectors would discharge into a 200 dia main leachate gravity drain running along the lowest side toe of the cells towards the leachate sumps.

Two 315 dia solid HDPE incline riser pipe run from the base of the sump up the side walls with a submersible pump that will be used to pump the leachate from the cell to the leachate dam.

.14.2.23.4 Liner Cooling system/leakage monitoring system:

The principle of the liner cooling system is to trickle water between the primary and secondary HDPE liners of simultaneously drawing air under a negative pressure through the gap created by the 20 mm deep cusped drainage core.

A 20 mm cusped drainage core is specified to prevent/minimize blockages that could potentially build up over time. If such blockages occur, it is expected that the 3-dimensional nature of the void formed by the cusps will allow free flow of the fluid over and around such blockages, thus still effectively removing heat from the system.

To allow an even flow distribution of water through the system, water will be delivered through a ring main header pipe placed along the upper edge of each cell. Flow will be controlled through valved on each header pipe, the diameter of the headers, and sized holes drilled at regular intervals along the headers.

Water will trickle down via gravity along the primary leakage drainage layer on the surface of the secondary HDPE liner to a collection system at the primary leakage detection sump. The heated water will then be pumped from this sump through a buried bank of galvanized steel pipes for cooling the heated water and discharging to a header tank situated at a suitable height above the header pipes for redistribution into the cusped liner.

Air will be drawn through the system by convection through air vent standpipes situated along the outer edge of each cell. These vent pipes will also ensure that air block do not occur, and that free flow of the water is maintained. They will also act as vent for any landfill gas accumulation in the void.

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It is noted that, although the feed and collection pipes for the cooling system will be installed as part of the liner installation, the water circulation pump, heat exchanger and header tank will only be installed and commissioned should elevated temperatures on the base of the hazardous cell be measured.

The following operational philosophy is proposed:

- i) Temperature sensors are to be installed to monitor the HDPE liner, due to the high temperature sensor failure rate experienced at other landfills, at least 4 (four) are recommended.
- ii) The temperature leachate in the hazardous cell also needs to be recorded at the same time as recording the HDPE liner temperature sensors, for comparison purposes. This potential correlation of liner to leachate temperature is important in the long-term eventuality that the temperature sensors fail.
- iii) Temperature monitoring is initially to be conducted at least once per week during the first year of filling over the hazardous cell liner, continuing for a year. Thereafter, temperature monitoring should be conducted at least once per month,
- iv) Should it appear that a gradually rising trend in the temperature measured at the HDPE liner may rise above 35°C, the liner water cooling system must be activated to remove heat from the system. Temperature monitoring must continue.
- v) Experience must be obtained by monitoring the effects of operating the heat extraction system. It is expected that the system would only be necessary to be operated intermittently depending on weather patterns and seasonal temperature variations. It is not expected that the system will be required to be operated continuously.

5.14.2.23.5 Monitoring:

The following monitoring actions, to be carried out by the Operator, will be required:

A detailed monitoring SOP (approved by the District Municipality and H&S representative) highlighting all potential dangers and safe operating procedures to conduct the following monitoring:

- i) Daily:
 - Incline riser pipes from Hazardous cells:
 - Leachate in cell, pump to leachate dam

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- If there is leachate in detection riser, pump to dam and report to the District Municipality for further action. Initiate actions to repair cell liner.
 - Monitor hazardous leachate dam and general leachate dam subsoil manholes:
 - If leachate detected in leachate manhole, pump back into dam, notify the District Municipality and initiate repairs.
- ii) Weekly monitoring:
- Monitoring of general waste cell and contaminated water dam subsoils manholes:
 - If there is leachate/leakage in manhole, pump to dam and report to the District Municipality for further action. Initiate actions to repair cell or dam liner.

The above monitoring is to be conducted on the following basis noting that there may be methane build-up in the manholes:

- Persons conducting the monitoring, having appropriate training. Appropriate monitoring apparatus to determine if there is methane in the manholes.
- Appropriate breathing apparatus where required and an extraction harness.
- At least two (2) additional persons outside the manhole to pull person out should there be a problem.

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iii) Monitoring of Air Quality:

The District Municipality will appoint a Service Provider to monitor the air quality as and when required in compliance with the landfill license. The Contractor is to ensure adequate access and where required, assist with locating monitoring equipment and accessible location.

NOTE: The approval of the SOP and the District Municipality does not make them liable for any accident or loss of life due to the Contractor's monitoring methodology.

5.14.2.23.6 Maintenance:

The following will be part of the maintenance of the facility:

- i) Supply and maintain two (2) spare pumps with a minimum capacity of 1m³ per minute

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- ii) Maintain leachate pumps (quotes to be provided by the District Municipality for maintenance. Maintenance to be paid under PC sum)
- iii) General maintenance of buildings and workshop (quotes to be provided to the District Municipality for maintenance. Maintenance to be paid under PC sum)

5.14.2.36.7 Security:

Background:

The new Regional Waste Management Facility will be fenced with a combination of diamond mesh fence and panelled fencing material totalling approximately 8600m. Entrance to the facility will be from the main access point just off Duinzicht road leading to PETRO SA. Security will be required within the perimeter of the entire fenced area for all infrastructure, plant and personnel.

5.15 General:

The security company takes full responsibility for ensuring that no unauthorized persons access the site, the protection of the infrastructure, equipment and plant, as well as the personnel at the site. A full investigation will be done in the case of any theft or burglaries occurring. If any negligence on the side of the security personnel be proven, the company will be held responsible for the replacement and or repairs of all items and infrastructure.

5.16 Minimum requirements:

The following are required as a minimum:

5.16.1 Security Company:

- i) The Security Company must be registered with the Private Security Industries Regulatory Authority (PSIRA).
- ii) A certified copy of the registration document must be submitted.
- iii) Proof of registration at the Department of Labour must be submitted.

5.16.2 Security Officers

- i) Security Officers must be qualified to a level minimum grade D.
- ii) All security officers must be registered with PSIRA and proof of registration must be submitted.
- iii) All security officers must be able to communicate in two (2) languages in terms of the District Municipality's language policy (Afrikaans, English and/or Xhosa).

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5.16.3 Replacement Guards

- i) The Service Provider will be responsible for a replacement in the event of a security guard not reporting for duty and for full payment thereof.
- ii) A backup guard should be available at all times in case of an emergency.
- iii) If the Service Provider is unable to find a replacement, the District Municipality will find such a replacement, for the account of the Service Provider.

5.16.4 General Requirements:

Following is a number of general requirements pertaining to security:

- i) Except where otherwise specified, the security company shall provide all labour, transport, stationary, uniforms (rain coats, umbrellas), radio communications and any other equipment (flash light, batons, quad bikes) for the rendering of the required services. This will also include all licensing, maintenance and operational costs to maintain the minimum requirements.
- ii) The security guards on duty must be in contact via radio/cellular phone with the company's control centre for reporting and emergencies.
- iii) The security guards on duty must patrol the entire premises and report every hour to the company's control centre.
- iv) Hourly entries must be done in the incident register at the control point at the main gate. The incident register must be provided by the Security Company.
- v) The security guard on duty must also exercise access control at the main gate and monitor access. A copy of the access register of the week must be submitted to the main contractor.
- vi) A clocking system shall be used with units placed at all key points and along the perimeter fence. A clocking frequency of 2 (two) hours shall be introduced and monitored.

The following is envisaged as a minimum:

- Day Time:-

1 x guard at the main entrance gate during operational hours.

2 x guards patrolling the weighbridge, hazardous waste area, office complex and workshop.

1 x roaming guard patrolling the perimeter using a quad bike.

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- Night Time:-

1 x guard at the main entrance gate during non-operational hours (including a trained dog).

2 x guards patrolling the weighbridge, hazardous waste area, office complex and workshop.

1 x roaming guard patrolling the perimeter using a quad bike.

- Equipment:

1 x quad bike (250cc minimum)

All required safety equipment, i.e. safety boots, uniform, bullet proof vest if required, f flashlight (1000 lumens minimum)

Batons

Pepper Spray

vii) Monitoring of alarm systems:

The Contractor will be required to monitor the alarm systems at the various facilities, such as offices, laboratory, workshop, weighbridge office and guard house. These are to be linked to a 24 (twenty-four) hour armed reaction unit, included in the Contractor's rate.

5.17 The Service Provider shall, within two (2) weeks after receiving a completed copy of this Agreement, including the schedule of proposed amendments and qualifications (if any), contact the Employer (whose details are given in the contract data) to arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date that this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms, shall constitute a repudiation of this Agreement.

5.18 The Service Provider must submit a bank certificate annually for performance review. The bank certificate must be submitted within 3 (three) months after their Audited Annual Financial Statements (i.e. June).

5.19 The Service Provider must ensure that the invoices are reconciled to the rates that was tendered.

5.20 The Service Provider must submit monthly creditor's statements, together with the invoices to the District Municipality to ensure timely and accurate payments.

6. SCOPE OF SERVICE

The Service Provider will be responsible for the services as required according to Tender No. GRDM/19/23-24.

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7. CHANGE OF SCOPE OF SERVICE

- 7.1 The District Municipality shall, during the period of this agreement, be entitled to propose, and subsequently request the Service Provider to make changes to, or deviate from the scope of service, provided that such changes fall within the general scope and principles of the agreement and is reasonable and technically possible.
- 7.2 If the District Municipality proposes a change, it shall send to the Service Provider a request which will explain the proposed change and shall include the following:
 - 7.2.1 a brief description of the change;
 - 7.2.2 the impact of the change on the timeframes;
 - 7.2.3 an estimated cost of change
 - 7.2.4 the effect on warranties and guarantees if any, and
 - 7.2.5 the effect on any other provision of the agreement.
- 7.3 The Service Provider may, during the period of this agreement, propose to the District Municipality any change to the scope of work that the Service Provider considers necessary or desirable to improve the quality of service. The Service Provider shall provide a proposal as envisaged in sub clauses 7.2.1 – 7.2.5 above, to document such proposal. The District Municipality may, at its discretion, approve or reject such change. The District Municipality may elect to request the Service Provider to make a presentation to its representatives in terms of the proposal.
- 7.4 The pricing of any change shall, as far as is practical, be calculated in accordance with rates and process as included in the agreement. The pricing schedule for any change shall be agreed upon in writing and signed by both Parties prior to any change being undertaken.
- 7.5 Neither the District Municipality, nor the Service Provider, shall accept rights and responsibilities for any performance relating to a deviation from the scope of work provided for in this agreement without a duly signed addendum hereto, which addendum shall reflect fully the approved changes.

8. REVIEW OF AGREEMENT

- 8.1 The agreement will be reviewed every 3 (three) months in the first year and then every 6 (six) months thereafter, by the parties, who may agree in writing to amend the agreement to address the conclusions of a review, changes in budget allocations, under or over performance in relation to the requirements, performance targets and other provisions.
- 8.2 The Service Provider and the District Municipality may each appoint an authorized representative who shall –
 - 8.2.1 meet when necessary at the District Municipality's offices;
 - 8.2.2 not be entitled to take decisions that will bind the parties unless, as far as the District Municipality is concerned, such decisions are approved in writing by the Municipal Manager;
 - 8.2.3 not be entitled to take decisions that would have the effect of amending this agreement unless such decisions are reduced to writing and signed on behalf of the parties by their duly authorized representatives.

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9. FEES AND DISBURSEMENTS

- 9.1 The Service Provider will be reimbursed the fixed rates as tendered, as set out in Annexure “A” – Pricing Schedules, (VAT included), for the operation and maintenance of the new Regional Waste Management Facility for the District Municipality, for a period of 10 (ten) years, as set out in Tender No. GRDM/19/23-24, after verifying that all requirements and standards have been met.
- 9.2 The Service Provider will only, after delivering of the services according to Tender document No GRDM/19/23-24, submit monthly written invoices on a letterhead of the Service Provider, and where no letterhead exists, provide certified statements for the services rendered in order to process the payment timeously. The Service Provider must ensure that all invoices include the full name and address of the District Municipality, as well as VAT (if a VAT vendor) and Order number. No payments will be made should the invoice not reflect all relevant information. The payments will be inclusive of VAT and in compliance with the deliverables or Scope of Service and budget and where applicable, include a report highlighting any risks and mitigating strategies affecting performance.

10. BREACH AND CANCELLATION OF CONTRACT

- 10.1 Apart from the provisions of clause 11 below, the District Municipality shall be entitled to cancel (at no cost to the District Municipality) this agreement in writing with immediate effect in the event the Service Provider breach any other provision of this agreement and fails to remedy such breach within 7 (seven) business days of receipt of a written notice from the District Municipality, calling upon it to do so. In this instance, the District Municipality may elect to exercise its rights under clause 10.2, provided that in the event the default is a material breach of a nature that is impossible to cure the termination shall be immediate and shall become effective after the District Municipality gave a written notice of cancellation to the Service Provider.
- 10.2 In the event that the District Municipality cancels this agreement for breach of any of its provisions by the Service Provider the District Municipality shall be entitled to claim damages and / or specific performance from the Service Provider. Alternatively, the District Municipality may appoint a third party for the performance of services not completed by the Service Provider at the time of cancellation, in which case the District Municipality shall first pay the remuneration due to such third party from the amount owed to the Service Provider, and thereafter remunerate the Service Provider from the balance of such amount, only after damages have been subtracted, should any damages for breach be due to the District Municipality.

11. TERMINATION OF AGREEMENT

- 11.1 The District Municipality shall be entitled to terminate this agreement forthwith by means of a written notice of cancellation to the Service Provider, if the Service Provider:
 - 11.1.1 is placed under provisional of final sequestration or liquidation or commits an act of insolvency in terms of Section 8 of the Insolvency Act 24 of 1936, as amended; or take any steps whatsoever for its voluntary winding up or generally do or commit to do anything to be done which may materially prejudice the District Municipality's rights under this agreement.
 - 11.1.2 provided incorrect information, commits a fraudulent or dishonest act during the bid process;

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- 11.1.3 commits a fraudulent or dishonest act, including the fabrication of material relating to any part of this agreement;
 - 11.1.4 is guilty of any conduct, which is prejudicial to the District Municipality's interests;
 - 11.1.5 has a civil judgment entered against the Service Provider, which may materially prejudice the District Municipality rights under this agreement.
 - 11.1.6 by reason of an un-remedied material breach of the agreement, the fact of which is not in dispute;
 - 11.1.7 does not adhere to the Pricing Schedule as agreed to in the tender documents.
 - 11.1.8 and the parties agree thereto in writing.
- 11.2 In the event of a termination of this agreement for any reason, such termination shall be without prejudice to any claims that may have accrued to the District Municipality as at the date of termination.
- 11.3 Upon termination of this agreement for any reason the Service Provider shall immediately return to the District Municipality, if any, all books, documents, records and other information obtained from the District Municipality in terms of this agreement;
- 11.4 The District Municipality shall not be liable for compensating the Service Provider for any uncompleted work.

12. CONFLICTS OF INTEREST

The Service Provider shall not engage in any activity which may conflict with the interests of the District Municipality under this agreement.

13. LEGAL COMPLIANCE AND LEGISLATIVE/REGULATORY CHANGES

- 13.1 The Service Provider shall, at all times during the duration of this agreement, comply with all relevant laws, by-laws and policies and requirements of applicable authorities in the execution of its duties as determined in this agreement.
- 13.2 The Service Provider shall obtain all approvals, licenses and permits required from municipal, governmental and other authorities having competent jurisdiction, to perform their duties in terms of this agreement.
- 13.3 Should –
- 13.3.1 any of the terms or conditions of this agreement be inconsistent with any statutory or regulatory provisions which the District Municipality has to comply with; or
 - 13.3.2 compliance by the District Municipality with the terms and conditions of this agreement constitute a failure by the District Municipality to comply with any statutory or regulatory provisions applicable to the District Municipality, the provisions of this agreement shall be deemed, insofar as possible, to be amended accordingly. Provided that the remainder of the provisions of this agreement shall remain valid and effective, to the extent that the

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statutory or regulatory provisions concerned render the preceding provisions of this clause 13.3 ineffective, the parties shall in good faith renegotiate the relevant provisions of this agreement, having due regard to such provisions and to the principles contained herein.

13.4 Should any statutory or regulatory changes render anything contained in this agreement inconsistent with such regulatory or statutory provisions, the provisions of clause 13.3.2 shall apply *mutatis mutandis*.

14. SEVERABILITY AND VARIATION

14.1 This agreement, together with its Annexures, constitutes the entire agreement between the Parties and no amendment, alternation, addition or variation of any right, term or condition of this agreement, including of this clause, will be of any force or effect unless reduced to writing and signed by the Parties to this agreement.

14.2 The Parties agree that no other terms or conditions, variations or representations, whether oral or written, and whether express or implied, or otherwise shall be of force, other than those contained in this agreement.

14.3 This agreement replaces any other previous verbal or written agreement entered into between the parties.

14.4 In the event of any clause in this agreement or part of any clause being found to be invalid for any reason whatsoever, such clause or part thereof shall be severable from the remainder of this agreement and shall not affect the validity of such remainder

15. CESSION

The Service Provider shall not be entitled to cede or assign any of its rights or delegate any of its obligations or duties, nor any part thereof acquired in terms of this agreement, without the prior written consent of the District Municipality.

16. DISPUTE RESOLUTION

16.1 Without detracting from any party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 16.2 and 16.3.

16.2 Mediation

16.2.1 Subject to the provisions of clause 16.1 any dispute arising out of this agreement may be referred by the parties without legal representation to a Mediator.

16.2.2 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

16.2.3 The Mediator shall be selected by agreement between the parties.

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- 16.2.4 If an agreement cannot be reached upon a particular Mediator within 3 (three) business days after the parties have agreed to refer the matter to mediation, then the Chairperson of the Western Cape Provincial Council of the Legal Practice Council shall nominate the Mediator within 7 (seven) business days after the parties have failed to agree.
- 16.2.5 The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 16.2.6 The parties shall have 7 (seven) business days within which to finalise their representations. The Mediator shall within 7 (seven) business days of receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
- 16.2.7 The opinion so expressed by the Mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved party must deal with the dispute in terms of clause 16.3. The expressed opinion of the Mediator shall not prejudice the rights of a party in any manner whatsoever in the event of it proceeding to arbitration.
- 16.2.8 The costs of mediation shall be determined by the Mediator.
- 16.2.9 Liability for such costs shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

16.3 Arbitration

- 16.3.1 Subject to the provisions of clause 16.1, the parties may agree to refer any dispute arising out of this agreement to Arbitration.
- 16.3.2 Arbitration shall be held in George and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, as amended from time to time, it being intended that, if possible, it shall be held and concluded within 10 (ten) business days after it has been demanded.
- 16.3.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:
 - (a) primarily a legal matter, a practising Advocate of the Cape Bar; and
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.
- 16.3.4 If agreement cannot be reached on whether the question in dispute falls under 16.3.3(a) or 16.3.3(b) and/or upon a particular Arbitrator within 3 (three) business days after arbitration has been demanded, then the Chairperson for the time being of the Cape Bar Council shall:
 - (a) determine whether the question in dispute falls under 16.3.3(a) or 16.3.3(b); and/or

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(b) nominate the Arbitrator within 7 (seven) business days after the parties have failed to agree.

16.3.5 The Arbitrator shall give his or her decision within 5 (five) business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid by either or all of the parties, as the case may be.

16.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape Division of the High Court of South Africa upon the application by any party to the arbitration.

17. DAMAGES AND LIABILITY

17.1 The District Municipality will not be held accountable for any loss, damage or injury incurred by the Service Provider and/or any of its agents, employees or any other person affiliated thereto in respect of this agreement, throughout the duration of this agreement.

17.2 Any damage caused by the Service Provider and/or its agents, employees or any other person affiliated thereto in respect of this agreement, to the property of The District Municipality, will be recouped from the Service Provider by way of an invoice.

18. INDEMNITY

18.1 The Service Provider hereby indemnifies the District Municipality and holds it harmless against any cost, expense (including legal costs and expenses on an attorney and own –client basis), fine, penalty, loss or other liability resulting directly or indirectly from:

18.1.1 any loss or damage to property; or

18.1.2 the death of or injury to any person; or

18.1.3 any other event resulting in loss to the District Municipality to the extent caused or contributed to by any act or omission of the Service Provider, its employees, subcontractors, agents or invitees, irrespective of where it occurs.

18.2 The person or persons who sign this agreement on behalf of the Service Provider, by their signature to this agreement, warrants that the Service Provider shall comply with its obligations in terms of this agreement.

18.3 The Service Provider hereby indemnifies the District Municipality against any loss or damage of any nature that may arise for the District Municipality out of the Service Provider's failure to comply with any law or regulation or out of the breach of the provisions of this agreement.

18.4 The Service Provider will be responsible for taking out any appropriate insurance coverage for the purpose of this agreement.

19. FORCE MAJEURE

19.1 The parties shall not be liable to one another for a failure to perform any of their obligations in terms of this agreement if such failure is a result of:

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- war, whether declared or not, civil war, civil violence or disobedience, riots any revolutions, acts of piracy, acts of sabotage,
- natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning,
- explosions, fires and destruction of plant, equipment, machinery,
- a statutory enactment rendering this agreement or any part thereof inoperable,
- strikes by employees of any party, and
- Epidemic, pandemic, or other events that may result from an epidemic or pandemic, including mandatory quarantines or any restrictions in the importation of goods into the country.

19.1.1 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist.

19.2 If the performance of a material part of this agreement is suspended due to force majeure that Party shall give the other Party written notice of the condition of force majeure.

19.3 Such notice shall be given by fax or email within one 1 (one) day and confirmed by formal letter within 3 (three) working days of the date on which the condition of force majeure takes effect.

19.4 The party affected by force majeure event-

19.4.1 shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this agreement, resume performance of its obligations affected by the event of force majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform, and

19.4.2 Dates or times allowed for performance shall be adjusted by mutual agreement between the Parties, to allow for the effects of such force majeure, provided such notice is given. If such notice is not given by the Party affected by such force majeure, the other Party may, in its sole discretion, refuse to allow such adjustment of the relevant dates or time allowed for performance, with regard to performance due in terms of this agreement, of the Party affected by force majeure and to exercise all relevant remedies available to it in terms of this agreement or otherwise.

19.5 Performance of other material parts of this agreement still due and possible of performance by the Party affected by force majeure shall be rendered whilst the condition of force majeure persists, unless the other party agrees in writing to the non-rendering of such performance.

19.6 If a period of 90 (ninety) days has elapsed, and the condition of force majeure persists, rendering performance impossible, either Party shall be entitled to cancel this agreement by written notice on conditions as agreed upon.

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21. PENALTIES

21.1 If the Service Provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in this contract, the District Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

21.2 The District Municipality may also consider termination of the contract pursuant to clause 21.1 above.

22. SURVIVAL OF TERMS

The provisions of clauses 10, 12, 17, 18 & 22 of this agreement, shall survive the expiration or termination of this agreement.

23. NOTICES AND DOMICILIUM

23.1 The Parties hereto select as their respective *domicilia citandi et executandi* ("domicilium") the following physical addresses, and for the purpose of giving or sending any notice, the payment of invoices the serving of any process and for any other purpose provided for or required hereunder:

THE DISTRICT MUNICIPALITY:

Physical Address:

Garden Route District Municipality
54 York Street
GEORGE
6529

Postal Address:

Garden Route District Municipality
P O Box 12
GEORGE
6530

Tel No: (044) 803-1300

E- mail: records@gardenroute.gov.za for the attention of the Municipal Manager

SERVICE PROVIDER

Physical Address:

Khabokedi Waste Management (Pty) Ltd
3 Chloor Floor
Alrode
ALBERTON
1451

Postal Address:

Khabakedi Waste Management
P O Box 15613
Germiston
1414

Tel. No.: (011) 867-0701

Cell No.: 079 509 8929

E- mail: siphom@khabokedi.co.za

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- 23.2 Each party shall be entitled to nominate a physical address, not being a post box or poste restante, in substitution for the address set out above in respect of it at any time by giving the other party hereto 21 (twenty-one) day's written notice of such change of address;
- 23.3 Any notice to be given in terms hereof shall be given by hand delivery thereof to the hand delivery address of the addressee set out above, or by posting by registered post to the postal address of the addressee set out above.
- 23.4 Any notice given and any payment made by a party to the other ("the addressee") which:
- 23.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 23.4.2 is posted by prepaid registered post to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved by the addressee on the fourteenth day after the date of posting.
- 23.5 Where, in terms of this agreement, any communication is required to be in writing, the term "writing" shall be communications by e-mail. Communications by e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee upon receipt of an e-mail acknowledging such receipt.

24. GENERAL

- 24.1 No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by both parties to this agreement or their duly authorized representatives.
- 24.2 This agreement and Annexures attached hereto constitutes the entire agreement between the parties.
- 24.3 No indulgence, lenience or extension of time which any party may grant or show to any other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising of its rights in the future.

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24.4 In the event that any part of this agreement is void in terms of any applicable legislation, the validity of the remainder of this agreement will not be affected.

SIGNED AT _____ ON THIS ____ DAY OF _____ 2024.

AS WITNESSES:

1. _____
2. _____

**MONDE GIVEN STRATU
MUNICIPAL MANAGER**

SIGNED AT _____ ON THIS ____ DAY OF _____ 2024.

AS WITNESSES:

1. _____
2. _____

**SIPHO MAKHASANA
DIRECTOR**

for the service provider

for the district municipality

ANNEXURE “A”: PRICING SCHEDULE (INCLUDING VAT)

PRICING SCHEDULE					
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY					
PRICING SCHEDULE SUMMARY			KHABOKEDI WASTE MANAGEMENT		
Section	Details	Unit	Quantity	Rate	Amount
1	Fixed monthly, provisional and time related charges for the handling and disposal of General waste	Sum/Month	12	R749 550,00	R8 994 600,00
2	Handling and disposal of General waste	Tons/Month	12	R240 000,00	R2 880 000,00
3	Fixed monthly charges for the handling and disposal of Hazardous waste	Sum/Month	12	R246 500,00	R2 958 000,00
4	Handling and disposal of Hazardous waste	Tons/Month	12	R70 840,00	R850 080,00
		Sub Total	Total excl. Esc., Cont. and VAT		R15 682 680,00
Plus allowance for escalation/Cost Price Increase @6% per annum for 1 year.					R940 960,80
Sub Total Year 1					R16 623 640,80
Plus allowance for escalation/Cost Price Increase @6% per annum for 2 year.					R997 418,45
Sub Total Year 2					R17 621 059,25
Plus allowance for escalation/Cost Price Increase @6% per annum for 3 year.					R1 057 263,55
Sub Total Year 3					R18 678 322,80
Plus allowance for escalation/Cost Price Increase @6% per annum for 4 year.					R1 120 699,37
Sub Total Year 4					R19 799 022,17
Plus allowance for escalation/Cost Price Increase @6% per annum for 5 year.					R1 187 941,33
Sub Total Year 5					R20 986 963,50

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Plus allowance for escalation/Cost Price Increase @6% per annum for 6 year.				R1 259 217,81
	Sub Total Year 6			R22 246 181,31
Plus allowance for escalation/Cost Price Increase @6% per annum for 7 year.				R1 334 770,88
	Sub Total Year 7			R23 580 952,19
Plus allowance for escalation/Cost Price Increase @6% per annum for 8 year.				R1 414 857,13
	Sub Total Year 8			R24 995 809,32
Plus allowance for escalation/Cost Price Increase @6% per annum for 9 year.				R1 499 748,56
	Sub Total Year 9			R26 495 557,88
Plus allowance for escalation/Cost Price Increase @6% per annum for 10 year.				R1 589 733,47
	Sub Total Year 10			R28 085 291,35
	Sub Total Year 1-10			R219 112 800,58
Plus allowance for Contingencies @ 10%				R 21 911 280,06
	Sub Total			R241 024 080,64
Plus VAT (15%)				R36 153 612,10
	Total			R277 177 692,73

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PRICING SCHEDULE					
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY					
PRICING SCHEDULE SUMMARY			KHABOKEDI WASTE MANAGEMENT		
Section	Details	Unit	Quantity (1 year)	Rate	Amount
3	Fixed monthly charges for the handling and disposal of Hazardous waste	Sum/Month	12	R246 500,00	R2 958 000,00
4	Handling and disposal of Hazardous waste	Tons/Month	12	R70 840,00	R850 080,00
		Sub Total	Total excl. Esc., Cont. and VAT		R3 808 080,00
	Plus allowance for escalation/Cost Price Increase @6% per annum for 1 year.				R228 484,80
		Sub Total Year 1			R4 036 564,80
	Plus allowance for escalation/Cost Price Increase @6% per annum for 2 year.				R242 193,89
		Sub Total Year 2			R4 278 758,69
	Plus allowance for escalation/Cost Price Increase @6% per annum for 3 year.				R256 725,52
		Sub Total Year 3			R4 535 484,21
	Plus allowance for escalation/Cost Price Increase @6% per annum for 4 year.				R272 129,05
		Sub Total Year 4			R4 807 613,26
	Plus allowance for escalation/Cost Price Increase @6% per annum for 5 year.				R288 456,80
		Sub Total Year 5			R5 096 070,06
	Plus allowance for escalation/Cost Price Increase @6% per annum for 6 year.				R305 764,20
		Sub Total Year 6			R5 401 834,26
	Plus allowance for escalation/Cost Price Increase @6% per annum for 7 year.				R324 110,06
		Sub Total Year 7			R5 725 944,32
	Plus allowance for escalation/Cost Price Increase @6% per annum for 8 year.				R343 556,66
		Sub Total Year 8			R6 069 500,98

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Plus allowance for escalation/Cost Price Increase @6% per annum for 9 year.				R364 170,06
		Sub Total Year 9		R6 433 671,03
Plus allowance for escalation/Cost Price Increase @6% per annum for 10 year.				R386 020,26
		Sub Total Year 10		R6 819 691,30
		Sub Total Year 1-10		R53 205 132,90
Plus allowance for Contingencies @ 10%				R5 320 513,29
		Sub Total		R58 525 646,19
Plus VAT (15%)				R8 778 846,93
		Total		R67 304 493,12

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PRICING SCHEDULE					
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY					
PRICING SCHEDULE SUMMARY			KHABOKEDI WASTE MANAGEMENT		
Section	Details	Unit	Quantity (1 year)	Rate	Amount
1	Fixed monthly, provisional and time related charges for the handling and disposal of General waste	Sum/Month	12	R749 550,00	R8 994 600,00
2	Handling and disposal of General waste	Tons/Month	12	R240 000,00	R2 880 000,00
		Sub Total	Total excl. Esc., Cont. and VAT		R11 874 600,00
	Plus allowance for escalation/Cost Price Increase @6% per annum for 1 year.				R712 476,00
		Sub Total Year 1			R12 587 076,00
	Plus allowance for escalation/Cost Price Increase @6% per annum for 2 year.				R755 224,56
		Sub Total Year 2			R13 342 300,56
	Plus allowance for escalation/Cost Price Increase @6% per annum for 3 year.				R800 538,03
		Sub Total Year 3			R14 142 838,59
	Plus allowance for escalation/Cost Price Increase @6% per annum for 4 year.				R848 570,32
		Sub Total Year 4			R14 991 408,91
	Plus allowance for escalation/Cost Price Increase @6% per annum for 5 year.				R899 484,53
		Sub Total Year 5			R15 890 893,44
	Plus allowance for escalation/Cost Price Increase @6% per annum for 6 year.				R953 453,61
		Sub Total Year 6			R16 844 347,05
	Plus allowance for escalation/Cost Price Increase @6% per annum for 7 year.				R1 010 660,82
		Sub Total Year 7			R17 855 007,87
	Plus allowance for escalation/Cost Price Increase @6% per annum for 8 year.				R1 071 300,47
		Sub Total Year 8			R18 926 308,35

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Plus allowance for escalation/Cost Price Increase @6% per annum for 9 year.				R1 135 578,50
		Sub Total Year 9		R20 061 886,85
Plus allowance for escalation/Cost Price Increase @6% per annum for 10 year.				R1 203 713,21
		Sub Total Year 10		R21 265 600,06
		Sub Total Year 1-10		R165 907 667,68
Plus allowance for Contingencies @ 10%				R 16 590 766,77
		Sub Total		R182 498 434,45
Plus VAT (15%)				R27 374 765,17
		Total		R209 873 199,62

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<i>for the district municipality</i>		

PRICING SCHEDULE						
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
GENERAL WASTE MANAGEMENT				KHABOKEDI WASTE MANAGEMENT		
ITEM NO.	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	Rate	Amount
1		Fixed monthly charges				
1.1		Fixed monthly charge Lump sum per month for the Contractor's costs.	Sum/Month	1	R442 550,00	R442 550,00
1.2		Other fixed obligations				
1.2.1		Health and safety	Sum/Month	1	R6 000,00	R6 000,00
1.2.2		General safety obligation	Sum/Month	1	R3 000,00	R3 000,00
1.2.3		Implement and maintain Emergency Preparedness plan based on license conditions. To be done in co-operation with the consultants and client	Sum/Month	1	R3 000,00	R3 000,00
1.2.4		Compliance with environmental and general License requirements i.e. daily, weekly monitoring of infrastructure etc.	Sum/Month	1	R3 000,00	R3 000,00
1.3		Provisional Charges (per month)				
1.3.1		Costs of electricity and water	Provisional Sum	1	R21 000,00	R21 000,00
1.3.2		Maintenance and servicing of Garden Route District Municipality equipment and infrastructure	Provisional Sum	1	R42 000,00	R42 000,00
1.3.3		Annual topographical survey	Provisional Sum	1	R5 500,00	R5 500,00
1.3.4		Annual Audit (external)	Provisional Sum	1	R12 500,00	R12 500,00
1.3.5		Management of accounts of private users of the landfill (inter alia – invoicing, debt collection, payment facilities, credit control)	Provisional Sum	1	R42 000,00	R42 000,00
1.3.6		Monitoring of boreholes & surface water and air quality	Provisional Sum	1	R20 000,00	R20 000,00
1.3.7		Calibration of weighbridge	Provisional Sum	1	R16 500,00	R16 500,00

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1.3.10		Software update and monthly remote control of weighbridge	Provisional Sum	1	R15 000,00	R15 000,00
1.3.11		Maintenance of weigh bridge	Provisional Sum	1	R15 000,00	R15 000,00
		Handling Fees	6,00%			
Total carried forward to next page						R647 050,00
Total brought forward from previous page						R647 050,00
1.3.12		Supply, maintain and remove, Temporary offices (2 x 30 ft shipping containers complete with air conditioning and furniture) as required for operations. Workshop (1 x 30 ft shipping container and 1 x storage container) required to operate the site and to carry out maintenance on equipment, including power generation	Sum/Month	1	R3 000,00	R3 000,00
1.3.13		Supply, maintain and remove, ablution facilities (min 4 chemical toilets at office and once each for weight bridge office and site access office)	Sum/Month	1	R18 000,00	R18 000,00
1.3.14		Provide Security requirements as per the Specification for day and night time security on site	Sum/Month	1	R65 000,00	R65 000,00
1,4		<u>Time-related charges</u>				
		Dayworks				
1.4.1		Skilled labour	h		R105,00	Rate only
1.4.2		Semi Skilled Labour	h		R70,00	Rate only
1.4.3		Unskilled labour	h		R30,00	Rate only
1.4.4		Digger loader	h		R450,00	Rate only
1.4.5		D6 bulldozer	h		R950,00	Rate only
1.4.6		Front end loader (for general loading duties) – 3.5 m ³ min	h		R750,00	Rate only
1.4.7		Tracked Excavator (20 ton)	h		R800,00	Rate only
1.4.8		Trucks/haulers 10 m ³ min	h		R450,00	Rate only
1.4.9		Minimum 25 metric ton Landfill compactor	h		R1 200,00	Rate only
1.4.10		Minimum 5000 l Water truck and bowser equipped with water pumps	h		R380,00	Rate only

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1.4.11		Minimum 10 000 l bowser for transporting leachate	h		R450,00	Rate only
1,5		Supply and maintain two spare pumps adequate to pump leachate (1m ³ /min)	Provisional Sum	1	R16 500,00	R16 500,00
TOTAL OF SECTION 1 CARRIED FORWARD TO SUMMARY						R749 550,00

for the service provider

for the district municipality

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
GENERAL WASTE MANAGEMENT				KHABOKEDI WASTE MANAGEMENT		
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	Rate	Amount
2		Handling and disposal of General waste				
		Rate based on the total tonnage of <u>General Waste</u> handled in one calendar month				
2,1		< 5 000 tons	Tons/Month		R37,50	Rate Only
2,2		5 001 tons – 8 000 tons	Tons/Month		R37,50	Rate Only
2,3		8 001 tons – 10 000 tons	Tons/Month	8000,00	R30,00	R240 000,00
2,4		10 001 tons – 12 000 tons	Tons/Month		R30,00	Rate Only
2,5		12 001 tons – 14 000 tons	Tons/Month		R30,00	Rate Only
2,6		14 001 tons – 18 000 tons	Tons/Month		R30,00	Rate Only
2,7		18 001 tons – 22 000 tons	Tons/Month		R30,00	Rate Only
2,8		22 001 tons – 26 000 tons	Tons/Month		R30,00	Rate Only
2,9		Extra over for the operation of the site outside of normal working hours	Tons		R38,00	Rate Only
TOTAL OF SECTION 2 CARRIED FORWARD TO SUMMARY						R240 000,00

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PRICING SCHEDULE						
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
HAZARDOUS WASTE MANAGEMENT				KHABOKEDI WASTE MANAGEMENT		
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	Rate	Amount
3		Fixed monthly charges				
3,1		Fixed monthly charge Lump sum per month for the Contractor's costs.	Sum/Month	1	R211 000,00	R211 000,00
3,2		Supply and maintain lab equipment to conduct required analysis as per specifications to determine required hazardous waste	Sum/Month	1	R13 000,00	R13 000,00
		Provisional charge				
3,3		Test kits for heavy metals	No.	1	R12 000,00	R12 000,00
3,4		Rate for suitably qualified Laboratory Manager as per Specifications				
3.4.1		1 – 10 days per month	Sum/Month	1	R10 500,00	R10 500,00
3.4.2		1 – 20 days per month	Sum/Month		R1 525,00	Rate only
3.4.3		1 – 30 days per month	Sum/Month		R29 000,00	Rate only
TOTAL OF SECTION 3 CARRIED FORWARD TO SUMMARY						R246 500,00

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PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
HAZARDOUS WASTE MANAGEMENT				KHABOKEDI WASTE MANAGEMENT		
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	Rate	Amount
4		Handling and disposal of Hazardous waste				
4,1		Rate based on the total tonnage of Hazardous Waste handled – Crushing, in one calendar month				
4.1.1		Less than 1 ton	Tons/Month		R8 550,00	Rate Only
4.1.2		1 tons – 2 tons	Tons/Month	1	R8 550,00	R8 550,00
4.1.3		More than 2 tons up to – 3 tons	Tons/Month		R8 000,00	Rate Only
4.1.4		More than 3 tons up to – 4 tons	Tons/Month		R8 000,00	Rate Only
4,2		Rate based on the total tonnage of Hazardous Waste handled – Treatment and blending chemical / flammable waste (lime, Sulphur etc.), in one calendar month				
4.2.1		Less than 1 ton	Tons/Month		R12 240,00	Rate Only
4.2.2		1 tons – 2 tons	Tons/Month	1	R12 240,00	R12 240,00
4.2.3		More than 2 tons up to – 3 tons	Tons/Month		R11 200,00	Rate Only
4.2.4		More than 3 tons up to – 4 tons	Tons/Month		R11 200,00	Rate Only
4,3		Rate based on the quantity of blending agent used per month, inclusive of sourcing, storage and preparation for blending, for item 4.2 above				
4.3.1		Sand (available on site)	Tons/Month	1	R11 000,00	R11 000,00
4.3.2		Lime sourced from commercial source	Tons/Month	1	R12 200,00	R12 200,00
4.3.3		Sulphur	Tons/Month	1	R12 200,00	R12 200,00
4,4		Rate based on the total tonnage of Hazardous Waste handled – Special waste, safe disposal, trenching, in one calendar month				
4.4.1		Less than 1 ton	Tons/Month		R7 800,00	Rate Only
4.4.2		1 tons – 2 tons	Tons/Month	1	R7 800,00	R7 800,00

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4.4.3		More than 2 tons up to - 3 tons	Tons/Month		R7 250,00	Rate Only
4.4.4		More than 3 tons up to - 4 tons	Tons/Month		R7 250,00	Rate Only
Total carried forward to next page						R63 990,00

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for the service provider

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PRICING SCHEDULE						
OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
HAZARDOUS WASTE MANAGEMENT				KHABOKEDI WASTE MANAGEMENT		
Total brought forward from previous page						R63 990,00
4,5		Rate based on the total tonnage of Hazardous Waste handled – Other – normal disposal in hazardous cell, in one calendar month				
4.5.1		Less than 1 ton	Tons/Month		R6 850,00	Rate Only
4.5.2		1 tons – 2 tons	Tons/Month	1	R6 850,00	R6 850,00
4.5.3		More than 2 tons up to – 3 tons	Tons/Month		R6 000,00	Rate Only
4.5.4		More than 3 tons up to – 4 tons	Tons/Month		R6 000,00	Rate Only
TOTAL OF SECTION 4 CARRIED FORWARD TO SUMMARY						R70 840,00

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PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY					
PRICING SCHEDULE SUMMARY				KHABOKEDI WASTE MANAGEMENT	
Section	Details	Unit	Quantity (1 year)	Rate	Amount
1	Fixed monthly, provisional and time related charges for the handling and disposal of General waste	Sum/Month	12	R749 550,00	R8 994 600,00
2	Handling and disposal of General waste	Tons/Month	12	R240 000,00	R2 880 000,00
3	Fixed monthly charges for the handling and disposal of Hazardous waste	Sum/Month	12	R246 500,00	R2 958 000,00
4	Handling and disposal of Hazardous waste	Tons/Month	12	R70 840,00	R850 080,00
		Sub Total (1 year) A			R15 682 680,00
Plus allowance for escalation/Cost Price Increase @6% per annum for 1 year.		Factor to be applied to Sub Total (1 year)			R940 960,80
		Sub Total			R16 623 640,80
Plus allowance for Contingencies @ 10%					R1 662 364,08
		Sub Total			R18 286 004,88
Plus VAT (15%)					R2 742 900,73
period		Total for 1 year			R21 028 905,61

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Appendix C

Site Infrastructure Drawings

DRAWING NUMBER	DRAWING TITLE
BOUND IN-CIVIL	
1001661-0000-DRG-CC-0010	Locality Plan
1001661-0000-DRG-CC-0011	Contract Name Board
BOUND IN-ELECTRICAL	
1001661-0000-DRG-EE-2	High Mast Floodlight Schematic Diagram
1001661-0000-DRG-EE-3	Typical Trench Detail for LV Cables
1001661-0000-DRG-EE-4	Detail of Service Cable-end
CIVIL WORKS-ZUTARI	
1001661-0000-DRG-CC-0002	General Layout: Proposed Works
1001661-0000-DRG-CC-0100	Construction Access: Traffic Signage Layout
1001661-0000-DRG-CC-0200	Sewer and Water Layout
1001661-0000-DRG-CC-0201	Water Details
1001661-0000-DRG-CC-0300	Layout and Long section: Access Road - Layout 1 of 3
1001661-0000-DRG-CC-0301	Layout and Long section: Access Road - Layout 2 of 3
1001661-0000-DRG-CC-0302	Layout and Long section: Access Road - Layout 3 of 3
1001661-0000-DRG-CC-0304	Layout and Long section: Gravel Road
1001661-0000-DRG-CC-0305	Road and Stormwater Details
1001661-0000-DRG-CC-0306	General Details
1001661-0000-DRG-CC-0321	Waste Tyre Recycling Platform and Fence Setting out Layout
1001661-0000-DRG-CC-0350	Internal Roads and Stormwater: Layout
1001661-0000-DRG-CC-0710	PetroSA Fencing and Gate Detail
1001661-0000-DRG-CC-0711	Clear View Type Fencing and Gate Detail
CIVIL WORKS-EB CONSULTING	
1001661-0000-DRG-CC-0501	General Arrangement: General & Hazardous Waste Cells
1001661-0000-DRG-CC-0502	General Arrangement: Sections
1001661-0000-DRG-CC-0503	General Waste Cells: Bulk Earthworks and Liner Layout
1001661-0000-DRG-CC-0504	General Waste Cells: Leachate Drainage Layout
1001661-0000-DRG-CC-0505	General Waste Cells: Subsoil Drainage Layout
1001661-0000-DRG-CC-0506	General Waste Cells: Details
1001661-0000-DRG-CC-0507	General Waste Cells: Structured Wall HDPE Manhole Details
1001661-0000-DRG-CC-0508	General Waste Cells: Contaminated Water Drainage Details
1001661-0000-DRG-CC-0520	General Waste Cells: Leachate and Contaminated Water Dams Layout

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1001661-0000-DRG-CC-0521	General Waste Cells: Leachate and Contaminated Water Dams Sections and Details
1001661-0000-DRG-CC-0551	Hazardous Waste Disposal Cells: Bulk Earthworks and Liner Layout
1001661-0000-DRG-CC-0552	Hazardous Waste Disposal Cells: Leachate Drainage Layout
1001661-0000-DRG-CC-0553	Hazardous Waste Disposal Cells: Primary Leakage Detection and Cooling System
1001661-0000-DRG-CC-0554	Hazardous Waste Disposal Cells: Secondary Leakage Detection Layout
1001661-0000-DRG-CC-0555	Hazardous Waste Disposal Cells: Subsoil Drainage Layout
1001661-0000-DRG-CC-0556	Hazardous Waste Disposal Cells: Sections and Details

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