

## Speyers, Tanya

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**From:** Gardiner, Rob  
**Sent:** 15 August 2014 05:21 PM  
**To:** Speyers, Tanya  
**Subject:** FW: N1-14 Environmental obligations, rehabilitation of borrow pits by contractor

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**From:** Fredericks, Robert [mailto:Robert.Fredericks@mottmac.com]  
**Sent:** 12 August 2014 08:36 AM  
**To:** Gardiner, Rob  
**Cc:** Retief, Francois J; Kong Kam Wa, Nick Y  
**Subject:** Re: N1-14 Environmental obligations, rehabilitation of borrow pits by contractor

Hi Rob.

I was asked by Francois to check the Colto specification, project specification and pricing schedule to ascertain what was allowed for w.r.t the protection and rehabilitation of all Borrow pits once the project is complete.

In terms of the drawings issued, the following borrow pit/quarry areas are as follows, namely:

1. Bloemhof (BP 1)	8.4Ha
2. Poortjie (BP2)	4.4Ha
3. Strausfontein (BP3)	1.4Ha
4. Municipal (A)	7.1Ha (This area will be reduced due to ruins located on the Eastern side of the B/P)
5. Municipal (B)	8.7Ha
<b>Total area</b>	<b><u>30.2Ha.</u></b>

In terms of the project specifications, the following clauses form part of Section C , Environmental Management Plan, namely:

Clause B1302(c), second paragraph.

Section C of the Scope of Works contains the Environmental Management Plan (EMPI) for this project. Its provisions regulate the contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. Payment subitem 13.01(f) makes allowance for the contractor to price for environmental compliance duties as well as the duties of the Designated/dedicated Environmental Officer (DEO) as prescribed in this section.

Clause C1007(g)(i)

The contractor's attention is drawn to the requirement of the Department of Mineral Resources, that before entry into any quarry or borrow pit, an EMPr for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMPr or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMPr are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMPr and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Pricing Schedule.

Clause C1009, second and third paragraphs.

Responsibility for re-establishment of vegetation shall extend until expiry of the defects notification period. However, the employer reserves the right to continue holding retention monies (or not releasing guarantees in lieu of retention) depending upon the state of cover at the end of the defects notification period. Such extension may continue until closure of the relevant quarry or borrow pit has been secured.

Rehabilitation of affected areas should be undertaken as early as possible when the relevant activities are done in order to reduce further environmental damage. All re-vegetation should be undertaken using indigenous vegetation. The standard of rehabilitation should be to the satisfaction of the engineer and the relevant authorities. The Department of Minerals Resources will only issue closure certificates for borrow pits and quarries when they are satisfied with the rehabilitation undertaken. It should also be noted that in some cases there is a requirement for a final environmental audit covering the extent of the project.

In Colto, the following specification applies, namely:

Clause 3104(f) – Protecting borrowpits.

Clause 3105(a) – Finishing off borrow areas,

The following payitems in the pricing schedule have reference to funding provided (Aveng Alternative tender) to ensure that borrow pits/quarries are rehabilitated on completion of the project, namely:

Payitem B13.01(f) Environmental Obligations – R 1.99m

**Finishing off of borrowpits/Quarries**

Payitem B31.03(a, b & c) – R 315 790.00. The total area allowed is 44.0Ha.

**Topsoil of borrowpits/quarries:**

Payitem B58.03(d) – R 495 800.00. A total quantity of 20000 m<sup>3</sup> is allowed.

**Hydro-seeding of Borrowpits/quarries:**

Payitem 58.(c)(iii) – R 174 000.00 (42Ha)

Payitem B31.04(a) – Protection of borrowpits to install a 1.2m fence around the perimeter of the borrowpits – R 246 000.00

The total amount provided for the rehabilitation and protection of all the borrowpits/quarries is **R 1.23m** exclusive of payitem B13.01(f) which make allowance for the environmental obligations.

The DMR can thus be assured that the funding for the rehabilitation of the BP had been provided for on the project.

Trust that this meets with your requirements.

Regards

**Robert Fredericks**

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