

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

The initiation of this project is motivated based on Eskom's commitment to the compliance of legal and other requirements and to ensure that occupational health and safety risks to Eskom employees and contracts are eliminated or reduced.

In compliance to the requirements of the occupational health and safety act (Act 85 of 1993), Asbestos Regulations GNR, 155 of 10 February 2002, asbestos containing material at Apollo substation in the Gauteng was identified and compiled into an asbestos register. Asbestos containing material was found to be in the form of fascia boards, gutters, roof, ceilings, walls, downpipes, windowsill and sleeve pipes. The project will ensure safe processing, handling, storing disposal and phase-out of asbestos and asbestos containing material.

1.2 Employer's objectives and purpose of the works

The scope of work entails the removal of all asbestos material at Apollo substation and Pietersburg Repeater station. The following is a breakdown of mater:

Scope of work:

Ceilings (remove and replace)

Outside building at security office
Building 2 at HV eating Area
Gym, change room, toilets and showers
Apollo Grid lines and servitude office

Facia Boards (Check remove and replace)

Security office
HV plant building
Building 2 at HV
Outside building at battery room

Window Seal

HV plant main building – 15
Maintenance building - 7
Main building - 39
Security office – 11

Water tank (dispose)

Roofs and Facia boards (inside the station)

Dog cannel roof – remove and replace

Club house

Demolish, dispose and level up
Walls – remove all the wall surrounding the club house

Pietersburg Repeater station (Limpopo province)

All facia boards, gutters, down pipes, inside and outside ceilings to be removed and replaced

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
QITP	Quality, Inspection and Test Plan
ORHVS	Overhead Regulations for High Voltage Systems
HV	High Voltage

2 Management and start up.

2.1 Management meetings

An Inaugural meeting will be held on site four weeks prior to commencement of site activities and the contractor shall avail his safety file for auditing purposes.

Progress meetings will be held as and when necessary.

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions. Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

2.2 Documentation control

Summary of documentation required from the Contractor:

DOCUMENT
Programme
Health and Safety Plan
Quality, Inspection and Test Plan
Environmental Management Plan
Monthly Safety Stats Report

2.3 Health and safety risk management

The attached Eskom Standard – CONTRACTOR HEALTH AND SAFETY REQUIREMENTS – 32-136 together with the SHE specification and base line risk assessment. The requirements of this Standard and Specification are contractual and are applicable to this contract.

- The contractor’s safety file will be audited for compliance with EPC:32-136 Construction Safety, Health and Environmental Management.
- No work will commence without a successful safety file audit and relevant grid authorizations.

- The Contractor is to have an Eskom certified and authorized Operating Regulation for High Voltage Systems (ORHVS) person available on site at all times in accordance with EPC:32-136 Construction Safety, Health and Environmental Management.
- It is the Contractors responsibility to ensure that a permit to work is obtained before access to the work can be given.
- The contractor must attend a Safety and Environmental Induction
- The contractor will only leave site once a written site instruction has been issued by an Eskom site representative
- A complete safety and risk assessment must be done BEFORE the contractor starts works on site. The Site Supervisor will be monitoring the works continuously to ensure strict adherence to Safety rules. If needed, the contractor is to visit the site at the Contractor's own cost before work commences to familiarize with the scope of works and to assess any safety issues
- The contractor is responsible for setting out the works as shown on the drawings
- The contractor shall allow safe access for other contractors and Eskom personnel when required.
- Contractor shall comply to all COVID regulations during the execution of this contract
- Baseline risk assessment is provided for the site and scope of works

The Contractor shall comply with the following standards:

- Eskom Waste Management Standard 31-245
- Work at Height Standard 32-418

2.4 Environmental constraints and management

The Contractor is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to:

- Environmental Management Plan
- EPC32-727: Eskom SHEQ Policy,
- ST32-726: SHE Requirements for the Eskom Commercial Process.
- Eskom Environmental, Occupational Health and Safety Incident Management procedure 32-95
- Eskom Waste Management Standard 32-245
- Waste Management Plan
- All applicable environment legislation

The Eskom Transmission Environmental Management Programme provides the aspects and impacts that will require management and must be followed strictly. For tendering purposes, contractor shall prepare the method statements / mitigation plan for all environmental concerns raised through the Eskom Transmission Environmental Management Plan and in any other relevant forum such clarification meetings.

For packaging of all equipment, heat-treated crates are to be utilized to comply with environmental requirements.

Any changes to the approved method statements / mitigation plan shall be reported and approved by Eskom Transmission Environmental representative and Project Manager prior to the commencement of work and during construction. If required, the main supplier must ensure that all sub-contractors' environmental mitigation plan comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The main (principal) contract shall define the specific system elements (risk) applicable to the subcontractor's scope of work or supply.

No environmental records shall be destroyed or discarded by the supplier. Eskom and the supplier shall agree that the supplier retains certain environmental records.

The Contractor is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the Grid Environmental Advisor, clearly stating any impact to the environment.

NB:

The Contractor is to compile a complete environmental file. The file needs to be audited and approved by the Transmission Environmental Department prior to commencement of work. The Contractor shall establish a refuse control system (Collection points). All waste is to be collected and disposed of as required by Eskom (Environmental Policies) and the Local Authority. Packaging - Heat Treated packaging declaration (ISPM No. 15)- Eskom (Transmission) do not allow any MB treated products

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls.

Once these interventions have been explored and exhausted, then the Eskom supplier disciplinary process must be followed.

2.5 Quality assurance requirements

The attached Specification – Supplier Contract Quality Requirements Specification - QM 58 shall apply. The requirements of this Specification are contractual.

The following is also applicable:

- TENDER & CONTRACT QUALITY REQUIREMENTS
- Supplier Quality Management: List of Tender Returnable Documents Category 3

2.6 Programming constraints

The contractor must submit a schedule in Ms projects within 2 weeks of contract award for acceptance by the Employer.

2.7 Contractor's management, supervision and key people

The *Contractor* provides experienced and competent personnel in the following key positions:

- Project Manager/s
- Site Manager/s
- Environmental Control Officer/s
- Quality Control Officer/s
- Safety Officer/s

Supervision

The *Supervisor* will monitor and co-ordinate all construction activities in accordance with the Contract and relevant specifications.

The *Supervisor* will arrange and co-ordinate access to Eskom premises, the de-energisation of the plant (where possible).

NOTE: This is not the “Supervisor” as contemplated in the OHS Act Construction Regulation 6.

2.8 Invoicing and payment

A default payment term of 60 days after the receipt of the invoice is now implemented in all Eskom’s business engagements with Strategic Commodity Suppliers and Original Equipment Manufacturers. The *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager’s* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor’s* VAT registration number;
- The *Employer’s* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The contractor must submit an FRI within 2 weeks of contract award.

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom’s SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- Send all invoices in PDF to Accounts Payable Department: Invoiceseskomlocal@eskom.co.za and a copy to the Project Manager
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

2.9 Insurance provided by the *Employer*

As stated for in the *Employer’s* Annual Construction All Risk Insurance Policy (Format A), available on request from Eskom Group Insurance.

2.10 Contract change management

Defined costs are actual costs incurred by the *Contractor*. These costs should not include profit or company overheads. All compensation events will only be paid on defined costs.

In an event of labour costs, the Contractor is required to provide pay slips of the employees used. The labour mark-up indicated in this contract will be added to these actual costs to form the final value of the compensation event.

In the event that the Contractor is required to supply anything other than people, the Contractor is required to provide a copy of his Contractors invoice. The profit and overhead mark-up indicated in this contract will be added to these actual costs to form the final value of the compensation event.

Copies of payslips and Contractors invoices are to accompany the requests for compensation events.

The Contractor shall under no circumstances refuse additional work on the basis of costs as defined above

2.11 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

A site diary is to be kept by the *Contractor* in which all events are recorded. Records of events that could give rise to Compensation Events are to be kept up to date for inspection by the *Supervisor* and/or *Project Manager* at all times.

The *Contractor* keeps records of the following and submits copies of these records to the *Supervisor* weekly:

- Number of personnel by category and/or trade on site on a daily basis.
- Detailed list of equipment by category on site on a daily basis with an indication of its working condition i.e. working order, under repair, working but standing idle etc.
- Weather conditions as agreed with the Supervisor on a daily basis.

2.13 Training workshops and technology transfer

N/A.

Engineering and the *Contractor's* design

2.14 Employer's design

N/A

2.15 Parts of the *works* which the *Contractor* is to design

N/A

2.16 Procedure for submission and acceptance of *Contractor's* design

N/A

2.17 Other requirements of the *Contractor's* design

N/A

2.18 As-built drawings, operating manuals and maintenance schedules

N/A

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

People employed on site shall have all relevant documents as required by law for employment within the country, i.e. relevant work permits and Identifications. Entry to the yard is only permitted after the necessary security clearance and induction training.

3.1.2 BBBEE and preferencing scheme

The required B-BBEE Recognition Level is between levels 1 to 4. The Contractor is expected to maintain and improve on the BBBEE status during the contract period. In the event that the contractor downgrades on the BBBEE status during the contract period, the contractor, with SD&L will be expected to rectify the matter within time frames that will be agreed upon.

3.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable

3.2 Subcontracting

3.2.1 Preferred subcontractors

The Contractor submits the names of each proposed subcontractor to the Employer for acceptance. The Contractor does not appoint a subcontractor until the Employer has accepted him.

3.2.2 Subcontract documentation, and assessment of subcontract tenders

The NEC system is compulsory for all subcontractor documentation.

3.2.3 Limitations on subcontracting

Subcontracting is limited to 25% of the scope of work.

3.2.4 Attendance on subcontractors

The *Contractor* is responsible for providing the Works as if he had not subcontracted.

3.3 Plant and Materials

3.3.1 Quality

Compliance to the Supplier Quality Management: Specification, QM-58, is required.

3.3.2 Plant & Materials provided “free issue” by the *Employer*

All Plant and Materials are to be provided by the *Contractor*.

3.3.3 *Contractor*'s procurement of Plant and Materials

The *Contractor* shall comply to document Supplier Quality Management: Specification – QM-58.

The contractor can deliver the equipment earlier than the requested installation dates to the site provided that the Project Manager confirms that there are security guards available at the substation.

3.3.4 Spares and consumables

N/A

3.4 Tests and inspections before delivery

N/A

3.5 *Contractor*'s Equipment (including temporary works).

Compliance to the Supplier Quality Management: Specification, QM-58, is required

Temporary works, Site services & construction constraints

3.5.1 Employer's Site entry and security control, permits, and Site regulations

The H.V yard is situated within the boundaries of **Apollo Converter station and Pietersburg Repeater Substation**, all Eskom's rules and regulations shall be adhered to when operating in this area. The contractor shall control his activities and processes in accordance with Eskom's contractor's safety in a **High Voltage Yard**.

The station site supervisors and his team control access to **Apollo CS**. The contractor will adhere to all procedures set out by them, including acquiring security permits and attending safety induction courses if required. I.D's etc will be submitted to Eskom by all workers on Eskom's site. Access to the area is limited and the contractor should avail himself of the conditions on site and allow for this in his rates.

Apollo CS is a national key point, contractor to provide a copy of criminal check for all the employees who will be working on site.

3.5.2 Restrictions to access on Site, roads, walkways and barricades

The *Contractor* allows for the implementation of procedures contained in the EMP. Deviation from these procedures resulting in damage to the environment or property will be regarded as a defect.

3.5.3 People restrictions on Site; hours of work, conduct and records

Working hours will be from 08h00 to 16h00 during weekday (a/p outages). Weekend work to be carried out only on request from Eskom

The contractor will only leave site once an Eskom site representative has issued a written site instruction.

The contractor's attention is drawn to the fact that other contractor's will be on site. Access and interfacing with them will be required. The contractor shall allow safe access for other contractors and Eskom personnel when required.

The contractor must keep records of his people on Site, including those of Subcontractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events

3.5.4 Health and safety facilities on Site

Contractor to comply with 32-136 – Contractor Health and Safety Requirements.

The Contractor must familiarise himself with the Eskom Emergency response plan and procedure.

Contractor must ensure that at all times there is a first aider on site to guard against disease and epidemics and in emergencies report all safety related incidents to the site supervisor or project manager as soon as possible.

3.5.5 Environmental controls, fauna & flora, dealing with objects of historical interest

Compliance to EMP.

3.5.6 Title to materials from demolition and excavation

As per the scope of work, rubble to be send to registered landfill

3.5.7 Cooperating with and obtaining acceptance of Others

Not applicable.

3.5.8 Publicity and progress photographs

The Contractor may take photographs as a photographic record of the progress. The Contractor must obtain the Project Managers permission to take photos on Site for any other purpose.

3.5.9 Contractor's Equipment

All equipment must be registered in the equipment register and as per 32-136. The Contractor is responsible for his own insurance of his equipment. The Contractor is to take stock of his material and equipment on a regular basis and any shortage to be reported to the Project Manager immediately, stating if it is hired or owned.

3.5.10 Equipment provided by the Employer

No Plant is provided "free issue" to the Contractor for this Contract. All plant is to be provided by the Contractor.

3.5.11 Site services and facilities

- Electricity is available on site, however adequate and/or continuous supply is not guaranteed and no claims for delay or standing times as a result of insufficiencies or failures will be considered. The contractor shall arrange any measures that the contractor may require to maintain continuity and quality of supply at his own costs.
- The contractor shall provide all connections, extension and additional supply points necessary for the work.
- The contractor is to supply his drinking and construction water.
- The contractor is to supply his ablution facilities.
- The contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the local authority
- The Contractor supplies all plant and materials required to complete the works

3.5.12 Facilities provided by the Contractor

The contractor shall make his own arrangements for provision of accommodation for his employees.

The Contractor supplies all plant and materials required for providing the Works.

There are no Office or Telephone facilities available on site. The Contractor is to provide his own facilities on site and ensure that these facilities are kept in a clean condition to Eskom's satisfaction.

3.5.13 Existing premises, inspection of adjoining properties and checking work of Others

The Work is to be carried out in an existing HV yard and the Contractor is to take note of the surrounding foundations, equipment and buildings.

3.5.14 Survey control and setting out of the works

Not applicable

3.5.15 Excavations and associated water control

Not applicable

3.5.16 Underground services, other existing services, cable and pipe trenches and covers

Contractor to inform the Project Manager of any of the above services are identified.

3.5.17 Control of noise, dust, water and waste

Compliance to the EMP

3.5.18 Sequences of construction or installation

N/A

3.5.19 Giving notice of work to be covered up

N/A

3.5.20 Hook ups to existing works

N/A

3.6 Completion, testing, commissioning and correction of Defects

3.6.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	As built drawings and manuals	Within 30 days after Completion
	Witness and provide assistance (if necessary) during hot commissioning as well as note Point on Wave recordings	See technical specification

3.6.2 Use of the *works* before Completion has been certified

Where window sill are broken down needs to be replaced immediately

3.6.3 Materials facilities and samples for tests and inspections

N/A

3.6.4 Commissioning

N/A

3.6.5 Start-up procedures required to put the *works* into operation

N/A

3.6.6 Take over procedures

A take-over certificate will be signed upon completion of the works

3.6.7 Access given by the *Employer* for correction of Defects

If necessary, the Project Manager will arrange for the contractor to have access to the equipment after it has been taken over in order to correct a defect. The Contractor will be responsible for ensuring that the area to be worked in is barricaded before correcting any defects

3.6.8 Performance tests after Completion

N/A

3.6.9 Operational maintenance after Completion

N/A.

4 Plant and Materials standards and workmanship

4.1 Investigation, survey and Site clearance

N/A

4.2 Building works

Remove and replace were stated on the scope of work. Demolition of club house

4.3 Civil engineering and structural works

N/A

4.4 Electrical & mechanical engineering works

N/A

4.5 Process control and IT works

N/A

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*.

It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.
