

# CONTRACTORS AGREEMENT/CODE OF CONDUCT & Estate 'Building' Rules – for ALL works exceeding 6 days on and/or 6 entrances to The Estate.

UPDATE VERSION 01/09/2016

AGREEMENT FOR QUALIFICATION OF (AND CODE OF CONDUCT FOR) OWNERS, CONTRACTORS, SUB-CONTRACTORS AND OWNER-BUILDERS WITHIN SANDOWN & BLOUBERG HILLS ESTATES ("THE ESTATE")

ENTERED INTO BY AND BETWEEN

Big Bay Residential Estate Home Owners Association ("HOA")

AND

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("THE CONTRACTOR")

AND

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("THE PROPERTY OWNER")

Over Erf no: \_\_\_\_\_

Street Address: \_\_\_\_\_

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## 1. PREAMBLE

The purpose of this agreement is to ensure integration between residential living and control over building activities within The Estate with minimal impact to the environment. These terms and approved conditions have been developed in terms of the Environmental Management Plan (EMP) for the Big Bay Development. The HOA reserves the right to make amendments and additions to this document from time to time.

## 2. RESPONSIBILITIES

Contractors are at all times responsible for their sub-contractors and employees whilst on the Estate and the home/property owner is in turn at all times responsible for said Contractor.

## 3. RULES AND REGULATIONS

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimised by the building operations, yet allowing for efficient construction by contractors. When a contractor is found to be in breach of the stated rules and regulations the relevant penalty will be levied.

### 3.1 Environmental controls

The Contractor acknowledges that he is working in an environmentally sensitive area and agrees to conform to all environmental controls specified in this document as revised from time to time. It should also be noted that these controls form part of the EMP for the development and are required to be legally enforced. Presently these specifications include the following considerations:

### 3.2 Personnel Training

- a. Description  
The Main Contractor is fully responsible for briefing not only all contractor and sub-contractor personnel, but also all suppliers and deliveries, on this Code of Conduct, in advance of commencing work on the Estate.
- b. Breach  
Personnel who have not been briefed will either not be allowed onto the Estate, or if allowed, the Main Contractor will be liable for all penalties issued, whether or not ignorance based.

### 3.3 Personnel Appearance/Dress

- a. Description  
The Main Contractor is fully responsible for ensuring that **all** contractor and sub-contractor personnel associated with and/or on this site wear reflective bibs, bearing large individual & unique numbers, at all times whilst on the Estate.

- b. Breach
  - (i) Personnel not wearing bibs will be denied access onto the Estate.
  - (ii) The Contractor will be fined R250.00 per transgression in respect of personnel found not wearing the above numbered bib/s whilst on the estate.

### 3.4 Limits of Building Activity

- a. Description

All activities relating to works being undertaken must be strictly confined to within the erf/property boundary on which it is taking place. This relates <but is not limited> to the location of staff, the position of storage bins, huts, toilets, material, rubble etc.
- b. Breach
  - (i) Work will be stopped on site until such time as the Contractor's equipment has been moved to within the confines of the building site.
  - (ii) The Contractor will be fined R250.00 per transgression in respect of relocating materials etc, but **the fine for personnel wandering off site will be R5000.00 per transgression.**

### 3.5 Site presentation

- a. Description

The Contractor will be expected to keep the appearance of his site neat and tidy at all times. Building rubble must be removed from site by 16h00 (4PM) every Friday, otherwise as approved in writing by the Estate Manager. Litter must be removed from site on a daily basis. No litter may be stored or mixed in amongst building rubble. Refuse drums/containers must be supplied for the purposes of storing refuse until removed from site by the Contractor. All sand and any material likely to be carried by wind must be covered by black or green shade cloth at all times.
- b. Breach
  - (i) Should a Contractor not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the Contractor, who will then be denied access to the Estate until such costs have been paid in full.
  - (ii) Should wind-blown litter be generated from the site, the Contractor will be fined R250.00 per day until all refuse has been removed from the site and surrounding areas.
  - (iii) Should a contractor not comply with the covering of sand and loose material, a fine of R250.00 per day will apply.

### 3.6 Cleaning of vehicles/equipment

- a. Description

Washing of vehicles and equipment is not permitted on the Estate.
- b. Breach

The Contractor will be fined R500.00 per offence.

### **3.7 Fires**

#### a. Description

- (i) Any fires, in any shape/type or form (incl. braais/barbeques etc), anywhere on the Estate, are strictly prohibited.
- (ii) This prohibition is applicable to all persons without exception whilst this property is registered as a construction site. This includes, but it is not limited to, the registered property owners, their agents, contractors, sub-contractors, employees, friends, suppliers and/or representatives.
- (iii) Exception: Only legally occupied homes with a valid HOA Completion Certificate and Occupation Certificate from the CoCT are exempt from this rule.

#### b. Breach

- (i) The Contractor will be fined R1000.00 per offence.
- (ii) The Contractor will in addition be held legally and financially responsible for any/all damage caused due to the breach of this regulation.

### **3.8 Ablution facilities**

#### a. Description

Contractors must make adequate provision for drinkable water and temporary toilets situated on the building site for the use of site personnel until such time as the water-borne sewer drainage is available. Contractors must enforce the use of the toilets by all workers, sub-contractors etc.

#### b. Breach

- (i) The Contractor will be denied access to the Estate until such time as drinking water and an acceptable (to the HOA) toilet is available on site.
- (ii) Any person found defecating or urinating anywhere other than in a toilet will immediately be escorted/removed from the Estate and banned from re-entry.
- (iii) In addition, the Contractor will be fined R500.00 per violation.

### **3.9 Spoil of excess material and building rubble**

#### a. Description

The Contractor must make adequate provision for the removal of building rubble and excess material by 16h00 (4PM) every Friday. All loose rubble must be covered by shade cloth or otherwise protected from being carried by the wind.

#### b. Breach

- (i) The Estate will appoint a contractor to remove all such spoil for the Contractors account and the Contractor will also be fined R1000.00 per offence.
- (ii) Should wind-blown rubble/dust/litter be generated from the site the Contractor will be fined R250.00 per day until all spoils have been removed.
- (iii) Should a contractor not comply with containing spoil within the confines of the site, a fine of R250.00 per day will apply.

### 3.10 Screening of building sites

- a. Description  
The Contractor must erect boundary walling prior to commencement of any other work. In the event no boundary walling is proposed <for Health & Safety reasons during private time/s> the Contractor must erect a secure, impenetrable, attractive (no holes, matching support posts etc), min. 1.8m high screen of dark green shade-netting. The screen must be anchored to the ground, be kept securely in place and maintained for the entire building process.
- b. Breach
- (i) The Contractor will not be permitted to proceed with any <other> works until such time as this regulation is complied with, to the satisfaction of the Estate Manager.
  - (ii) In addition the Contractor will be fined R500.00 per day the site stands 'exposed'.

### 3.11 Hours of Work

#### 3.11.1 Work Times

- a. Description  
Contractors may **only** be present on the Estate during the following public work hours:
- |                                       |   |
|---------------------------------------|---|
| Normal Weekdays:                      | 07h00 to 17h00 - Estate to be vacated by 17h30. |
| Saturdays:                            | 08h00 to 13h30 - Estate to be vacated by 14h00. |
| Sundays, Public & Builder's Holidays: | No work permitted.                              |
- b. Breach
- (i) Contractor/s will be escorted from the Estate.
  - (ii) In addition, the Contractor will be fined R500.00 per vehicle.
  - (iii) Should the offender refuse to comply with the instruction to immediately cease work and leave the Estate, an additional fine of R5000.00 per transgression shall be applicable.

#### 3.11.2 Permission to work during private times

- a. Description  
Special applications for Contractors to be present on site during private time (out of hours listed in 3.11.1a. above) should be lodged in writing with the HOA at least two full working days prior to same.
- b. Breach
- (i) Contractor/s will be escorted from the Estate.
  - (ii) In addition the Contractor will be fined R500.00 per vehicle.
  - (iii) Should the offender refuse to comply with the instruction to immediately cease work and leave the Estate, an additional fine of R5000.00 per transgression shall be applicable.

### 3.11.3 Watchman

- a. Description  
No employees and/or watchmen will be allowed to remain on site during private times.
- b. Breach
  - (i) The guilty party will be escorted from the Estate.
  - (ii) In addition the Contractor will be fined R5000.00 per transgression.

### 3.12 Vehicle Sizes Permitted

- a. Description  
Due to the road surfacing, limited road widths and radii of corners and roundabouts/circles, the following restrictions are placed on any vehicle entering the Estate.
  - (i) Only fixed-axle design vehicles permitted.
  - (ii) Maximum length = 9.1m
  - (iii) Maximum width = 2.6m
  - (iv) Max. gross mass = 20.000kg
  - (v) Max. axle weight = 8.000kg
- b. Breach  
Vehicles larger than the above will be denied access to the Estate and in the event of misrepresentation or supplying false facts, the Contractor will be fined R1000.00.

### 3.13 Deliveries to Contractors

#### 3.13.1 General deliveries

- a. Description  
The Contractor will at all times be responsible for all delivery personnel and vehicles.  
All delivery times will be limited to public times as defined under 3.11.1a. above.  
Size of delivery vehicles will be limited as defined under 3.12a. above.  
Deliveries to site may only take place from the street frontage of the site.  
Access across adjoining properties may only be gained after obtaining written permission from the homeowner of such adjoining property via a letter of motivation which must be lodged with the Estate Office at least 48hrs in advance.  
The Contractor is responsible for advising the entrance security personnel of the details of deliveries expected on any given day.
- b. Breach  
The Contractor will be fined R500.00 per transgression.

#### 3.13.2 Construction material deliveries, incl. <but not limited to> pre-mixed concrete etc.

Delivery vehicles have the most potential of causing severe damage to the road & footpath surfacing, irrigation and landscape vegetation. It is therefore important that all deliveries are monitored by the Contractor and handled carefully.

- a. Description  
Drivers of all delivery vehicles must be briefed on this document by the Contractor.
- b. Breach
  - (i) Drivers not briefed will be denied access to the Estate and/or...
  - (ii) Drivers found contravening the Estate rules and regulations will be escorted off the Estate and could very well be refused access in future. The Contractor will be liable for all damages and penalties incurred by delivery vehicles.

### 3.13.3 Washing off concrete delivery vehicles

- a. Description  
Pre-mixed concrete delivery vehicles are only permitted to be washed off ON the site at which they are delivering. Under no circumstances may concrete or wash-off be spilt onto the verge, road or footpath surface, or other private or common property. The Contractor will be held solely liable/responsible for all repairs and rectification in the event this occurs.
- b. Breach  
The building contractor will be fined R500.00 per offence.

### 3.14 Storage Sheds/Huts

- a. Description  
The Contractor will be allowed to erect dark green storage sheds/huts or containers within the property boundaries and confines of the building site only, to a maximum height of 2.7m. The position of such (incl. any and all other) structures must be indicated on a site diagram, which must be approved in writing by the HOA in advance of site occupation. Storage 'trailers' may not be visible from the road or POS. All storage facilities must be clean on the outside and in good condition. Advertising, writing or signage is prohibited on the outside of any shed/container/trailer.
- b. Breach
  - (i) The Contractor will be instructed to remove any structures or storage facilities that do not conform to this regulation and may not continue/commence with building activities until this regulation has been complied with.
  - (ii) In addition the Contractor will be fined R500.00 per transgression per day.

### 3.15 Security

- a. Description
  - (i) The development is located in a secure, access controlled environment & watchmen will not be allowed on the Estate outside the permitted work hours in 3.11.1a above.
  - (ii) Security personnel control access to the Estate and the Contractor must at all times adhere to their security rules and requirements, which may change from time to time.
  - (iii) Personnel and sub-contractors of the Contractor must at all times be in possession of an Access Permit, which will be issued to them by the Contractor, who must request same from the HOA in advance of the required access. This permit will only be valid for the duration of the Contractor's permit, which must also be renewed as stipulated thereon.

- (iv) Personnel must be transported by vehicle to the relevant building sites and will not be allowed to walk from one site to another, or anywhere else on the estate, eg. parks etc.
- (v) The Estate Security must sign in all Contractor vehicles entering the Estate. Each building site will be allowed a maximum of three vehicles on the property so as not to cause disruption to existing residents, damage to roads, kerbs etc. Should any extra vehicles be allowed from time to time, this will be at the discretion of the Estate Manager.
- (vi) No contractor, sub-contractor and/or worker, nor owner transporting the aforementioned, is permitted to use the Estate's access control card (for permanent residents private use only!) to gain access to <or egress from> the Estate.

b. Breach

- (i) Any member of building contractor's staff not adhering to this regulation will be removed from site.
- (ii) In addition the Main Contractor will be fined R500.00 per transgression, except for point 3.15a (iv) above, where the fine is R5000.00 per occurrence.

### 3.16 Speed Limit

a. Description

For health and safety reasons the speed limit on the Estate for all vehicles is 20kph. The Main Contractor is responsible for all personnel, incl. sub-contractors and delivery vehicles to ensure adherence to this rule.

b. Breach

The Contractor will be fined an amount of R500.00 per transgression. Continuous non-compliance will result in the Contractor being expelled from the estate.

### 3.17 Building Plan Controls

a. Description

- (i) The Contractor must ensure that a copy of the CoCT's approved drawings remains on site at all times, available for inspection by the HOA's representative.
- (ii) Any proposed variations to the approved drawings must be submitted to the HOA for scrutiny and <possible> approval IN ADVANCE of proceeding with same on site.
- (iii) Prior to commencing **any** building-related operations the Contractor must:
  - (a) Provide the HOA with a copy of all the drawings approved by the CoCT;
  - (b) Confirm the proposed height of buildings with the HOA;
  - (d) Set out and confirm the driveway shape and location with the HOA;
  - (e) Provide a site drawing indicating the proposed location of the storage shed/s, the portable toilet, topsoil and excavated soil storage areas, the position of building material storage areas, and the position of vehicles for deliveries etc.

b. Breach

- (i) The Contractor will be denied access to the Estate until the above documentation is satisfactorily completed and on file with the HOA.
- (ii) The Contractor will be required to remove any structures that do not conform to approved drawings.
- (iii) The Contractor will be fined an amount of R500.00 per transgression per day.



Continuous non-compliance will result in the Contractor being expelled from the estate.

### **3.18 Roads and Road Verges**

- a. Description
  - (i) Contractors must ensure that the road in front of their site is swept clean at all times.
  - (ii) Contractors must ensure that the kerbs and footpaths in front of their site are adequately protected from damage by the building operations.
  - (iii) Building materials must be stored within the confines of the property. Special permission may be requested from the HOA in writing (in advance) to neatly store some material on the verge/common property directly in front of the building site.
- b. Breach
  - (i) The Contractor will be fined R250.00 per day for un-swept roads and footpaths.
  - (ii) The Contractor will be held financially and legally responsible for any damage to road and footpath surfaces and kerbs caused during building operations.

### **3.19 Advertising**

- a. Description
  - (i) The Contractor and/or his sub-contractors may not place/display any advertising material whatsoever on the Estate.
  - (ii) The Contractor may place an HOA approved builder's board on the stand for the duration of the construction period. Said builder's board must be removed no later than one month after the completion of construction.
- b. Breach
  - (i) Advertising material will be photographed and removed without notice.
  - (ii) Any material held by management for more than 2 working days will be discarded.
  - (iii) The Contractor will be fined R250.00 per transgression.

### **3.20 Site Supervisor/Manager**

- a. Description
  - (i) The Contractor, or his appointed Site Manager has to be present on site at all times during the permissible work hours, when there are workers, contractors, sub-contractors and/or suppliers (anyone else) present on site.
  - (ii) In the Contractor's absence, the Site Manager is responsible for compliance with the Estate Building Rules as described in this document, by all personnel present on site.
  - (iii) The Site Manager must communicate and cooperate with the Estate Manager and/or the Estate Security when required.
  - (iv) The Site Manager must represent the Contractor on site and he/she shall accept and sign, on the Contractor's behalf, any fines, warnings and/or written communication from Estate Management and/or the Estate Security when required.
- b. Breach
  - (i) All personnel present without a site manager will be escorted from the Estate.
  - (ii) In addition, the Contractor will be fined R500.00 per transgression.

#### **4. LANDSCAPING, PLANTS AND GRASS**

##### a. Description

- (i) All landscaping must comply with the approved plant list contained in the applicable Big Bay Design Guidelines – available from the estate office upon request.

##### b. Breach

- (i) The HOA Certificate will not be issued, builder's levy will continue to run and the verge deposit will not be refunded until the above rule is complied with.
- (ii) Should Security notice a vehicle containing plants that are not on the above list, eg. Kikuyu grass etc, such vehicle will be denied entrance to the Estate.

#### **5. MONTHLY BUILDING MANAGEMENT LEVY, VERGE DEPOSIT & HOA INSPECTIONS**

##### a. Description

To cover expenses in <amongst other things> the administration of construction processes each site/property will be levied an amount of R500.00 per month payable to the HOA. The levy must be paid in advance. To cover unforeseen expenses incurred by contractors etc. during the works, a R5000.00 <refundable> Verge Deposit must be paid on or before the 7<sup>th</sup> estate entry and/or day on site to ensure continued Estate access. It is the Contractor's responsibility to contact the Estate Manager/Office timeously to arrange visits for Practical and <ultimately> Final Inspections, because only once the HOA has issued a Completion Certificate may the monthly Contractor Levy cease and the Verge Deposit be refunded.

##### b. Breach

- (i) The Contractor will be denied access onto the Estate until such monthly payment has been made.
- (ii) The property will remain on the Monthly Contractor Levy until the HOA has issued a Completion Certificate confirming full compliance with HOA & CoCT-approved dwgs.

#### **6. PAYMENT OF FINES**

##### a. Description

All monies owing to the HOA must be paid in full on the first Monday following the fine.

##### b. Breach

In the event of the Contractor failing to pay a fine in time, the Contractor will be denied access onto the Estate.

#### **7. ENTRY TO THE ESTATE**

##### a. Description

- (i) Blouberg Hills and Sandown Estate (1 & 2) are private estates with a reserved right of entry.
- (ii) The HOA has the right to refuse entry to the Estate to any contractor, sub-contractor, worker, delivery personnel and/or visitor who's entry, at the HOA's discretion, may be to the detriment of the Estate and/or the Estate's residents.

## **8. DISCLAIMER**

Any person wishing to enter this Estate does so entirely at their own risk. The HOA and the registered owners, their agents, employees or appointees shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever including, without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, everyone on the Estate makes use of the roads thereon, whether public or private, at their own risk. Whilst every effort is made to ensure security measure are in place on the Estate, the HOA and the registered owners, and all their agents, employees or appointees shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

## **9. WARNING: ELECTRIC FENCING**

The Estate is surrounded by electrified fencing which could cause death or severe injury if touched or tampered with.

## **10. DEVIATION FROM THE ABOVE RULES & SPECIAL PERMISSIONS**

### a) Description

- (i) The Estate Manager's primary responsibility, in regard to construction on the Estate, is to ensure that the Residents, Contractors, their personnel, suppliers and sub-contractors (everyone) adhere/s to the Estate Building Rules as described in this document.
- (ii) The Estate Manager is not permitted to grant any relaxations or waivers, nor make allowances for possible relaxations or waivers, to these rules. Any recommendations, queries and requests in this regard should be submitted in writing to the HOA.
- (iii) The Estate Manager is obligated to enforce compliance with this document, as described under the sub-headings "b) Breach", non-selectively and without favouritism or prejudice.
- (iv) The HOA is not obligated to uphold and/or honour any changes, allowances and/or relaxations made by the Estate Manager without the HOA's written permission.

## **11. ENFORCEMENT OF RULES & INSTRUCTIONS**

### a) Description

- (i) All Home Owners, Residents, Contractors, Sub-contractors, Agents, Workers, delivery personnel and/or any persons entering the Estate are obligated to co-operate with the Estate Manager, Security and/or the HOA Trustees in their effort to enforce the rules as described in this document.

### b) Breach

- (i) The HOA, or any nominated official thereof, reserves the right to immediately halt any work or refuse entry to parties contravening the Building Rules, in whole or in part thereof, until such time as the appropriate remedy has been established and agreed upon by all the parties concerned.
- (ii) Should the offender refuse to comply with the instruction to halt work, as described above, an additional fine of R5 000.00 per transgression may be applicable.

## 12. BUILDING ON SITES WHERE THERE ARE EXISTING <COMMON> BOUNDARY WALLS

In the instance where the first Property Owner (PO)/neighbour to build has erected a boundary wall according to the guidelines (no higher than 2.1m) and the 2<sup>nd</sup> PO starts construction, then:

- a). Should the integrity of the boundary wall be compromised by the construction activities on/of the 2<sup>nd</sup> property, then the 2<sup>nd</sup> PO must do EVERYTHING in his power to prevent the integrity of the wall being compromised, namely:
1. Should the 2<sup>nd</sup> PO dig away/excavate then s/he **must** retain the area so as to comply with the estate guidelines and statutory Health & Safety requirements to maintain the height restriction and integrity of the wall and/or;
  2. Should the 2<sup>nd</sup> PO fill against an existing wall and compromise the stability of the wall then s/he must do whatever necessary so as to comply with the guidelines of the estate to maintain the height restriction and integrity of the wall and/or;
  3. Get an engineer's certificate to validate the integrity and stability of the existing wall and/or;
  4. Construct a new wall on their own property according to engineer's and estate guidelines so as not to compromise the safety and integrity of the existing wall.
- b). Should the 2<sup>nd</sup> PO not wish to comply with point 1 above then in their capacity as authorised signatory hereto, s/he agrees to the following conditions:

As owner of this property, I have been made aware by the estate manager, or nominee, that the boundary wall between myself and my adjoining neighbour has been constructed, and is owned, by said neighbour. I am aware that the wall is either currently retaining, or due to said retaining, is above the maximum prescribed 2.1m height limit and may become unstable due to my construction. In the event the wall in question becomes unstable or even cracks, I undertake to take any and all necessary action to prevent its further demise and possible collapse. The cost thereof will be solely for my expense.

Should I sell this property I will make the new owners aware of these facts.

It is the Property Owner's sole responsibility to ensure that his/her building at all times complies with the Design Guidelines and other relevant rules and documentation. At no stage does this responsibility transfer onto the HOA, the Estate Manager and/or the Appointed Architect, ie. Anyone else.

- c). Regardless of the above: In the event the 1<sup>st</sup> PO didn't paint and plaster the 'outside' of his common boundary wall, the onus rests on the 2<sup>nd</sup> PO to do same, in accordance with the Arch. Guidelines.

## 13. BUILDING GUIDELINE SPECIFICATION

All visible finishes not adequately specified in the Design Guidelines need to be confirmed with the Estate Management. This includes any point in the Design Guidelines/Manual where it is not specific or where there is difficulty in the exact interpretation. The onus is on the Property Owner to query any vagueness with Estate Management. The Estate will not be liable or be held responsible for any deviations.

The HOA does not sanction any deviations, whether mentioned in this document or not. Should any such deviation/s have been overlooked by the HOA representative/s when signing the HOA Completion Certificate document, **the HOA reserves the right to enforce full compliance with the Guidelines and Rules at any time in the future.**

I hereby confirm that I have read and understand the above rules and I assume full responsibility for all my staff, contractors, sub-contractors, suppliers, workers, agents and appointees adhering to the rules as described in this document.

The following damages to the Erf's road frontage, pavement, kerb and/or surrounding areas have been noted:

.....  
.....  
.....  
.....

Any additional damages will be for my account.

SIGNED AT ..... ON ..... / ..... / 20.....

THE CONTRACTOR:           NAME:  
  
  SIGNATURE:  
  
  MOBILE No:  
  
  E-MAIL:

THE PROPERTY OWNER:   NAME:  
  
  SIGNATURE:

For and on behalf of Big Bay Residential Estate Home Owners Association:

NAME:  
  
SIGNATURE: