

## **CONTRACTORS AGREEMENT**

### **AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT FOR CONTRACTORS, SUB-CONTRACTORS AND OWNER BUILDERS WITHIN THE FERNKLOOF ESTATE ("THE ESTATE")**

#### **ENTERED INTO BY AND BETWEEN**

**The Fernkloof Master Property Owners Association ("MPOA")  
AND**

**("THE CONTRACTOR")**

#### **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 on the environment. These terms and approved conditions have been developed in terms of the Environmental Management Plan ("EMP") for the Estate. The MPOA reserves the right to make amendments and additions to this document from time to time.

#### **2. QUALIFICATION OF CONTRACTORS**

- 2.1 Only contractors who can furnish at least three references of prior building contracts will be allowed to build in the Estate.
- 2.2 An owner builder who qualifies under 2.1 will be allowed to construct his own home.
- 2.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.

#### **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 construction operations, yet allowing for efficient construction by contractors. When a contractor is found to be in breach of the stated rules and regulations, a penalty will be levied. The extent of the penalty is detailed below the description of each rule and regulation.

### **3.1 Environmental controls**

The contractor acknowledges the importance of environmental sensitivity and agrees to conform to all environmental controls specified in this document and revised from time to time. These controls form part of the EMP for the development and are required to be legally enforced. Presently, these specifications include the following considerations.

#### **3.1.1 Personnel Training**

##### **a. Description**

All contractor and sub-contractor personnel will be required to be briefed on the Builders Code of Conduct. The main contractor must do these briefings before his personnel will be allowed to work on the Estate.

##### **b. Breach**

Personnel who have not been briefed will not be allowed onto the Estate.

#### **3.1.3 Limits of building activity**

##### **a. Description**

All activities relating to the construction operations of any dwelling must be confined to within the erf boundary where construction is taking place. This relates to location of personnel, sitting of storage bins, etc.

##### **b. Breach**

- (i) Work by the contractor will be stopped until such time as the contractor's equipment has been moved to within the building site.
- (ii) The contractor will be fined R150,00 per transgression.

#### **3.1.4 Site presentation**

##### **a. Description**

The contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble must be removed from the site at intervals not exceeding one week, and litter must be removed from the 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.

##### **b. Breach**

- (i) Should a builder not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the builder. The contractor will 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 stand and the surrounding area.

### **3.1.5 Cleaning of vehicles/equipment**

#### ***a. Description***

Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere.

#### ***b. Breach***

The building contractor will be fined R500,00 per offence.

### **3.1.6 Fires**

#### ***a. Description***

No fires will be allowed on any part of the estate including the building site.

#### ***b. Breach***

- (i) The building contractor will be fined R1 000.00 per offence.
- (ii) The building contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

### **3.1.8 Ablution facilities**

#### ***a. Description***

Contractors must make adequate provision for drinking water and temporary toilets situated on the building site for the use of their employees until such time as the water-borne sewer drainage is available.

#### ***b. Breach***

- (i) The contractor will be denied access to the Estate until such time as this regulation is complied with.
- (ii) In addition the contractor will be fined R500,00 per offence.

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

#### ***a. Description***

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate.

#### ***b. Breach***

The estate will appoint a person to remove all such spoil for the contractors account. In addition to this the contractor will pay R1 000,00 per offence.

### **3.1.10 Screening of building sites**

#### ***a. Description***

The contractor will be required to screen off the site with a 1,8m green shade-netting screen firmly attached with a minimum of 4 horizontal wire strands for vertical support and which vertical support must not be visible from the road. The screen must be kept in place and maintained for the entire building process and must be able to withstand the elements.

#### ***b. Breach***

The contractor will be denied access onto the Estate until such structures are properly in place.

### **3.2 Hours of Work**

#### **3.2.1 Public/Private time**

##### ***a. Description***

Contractors may only be present on the Estate during the following public time hours:

Normal Weekdays 07H00 to 17H00 - Estate to be vacated by 17h30.

Saturdays 08H00 to 13H00 – Estate to be vacated by 13h30.

Sundays – No work permitted

Public Holidays - No work permitted

##### ***b. Breach***

(i) Contractors may be escorted from the Estate by security during private times.

(ii) In addition the building contractor will be fined R500,00 per transgression.

#### **3.2.2 Permission to work during private times**

##### ***a. Description***

Contractors are not allowed on the Estate on Sundays and proclaimed public holidays without the written permission of the relevant precinct POA as these days are considered to be private time. Special applications for contractors to be present on site during private time should be lodged in writing with the relevant precinct POA at least one week prior to the private time activity.

##### ***b. Breach***

(i) Contractors may be escorted from the Estate by security during private times.

(ii) In addition the building contractor will be fined R500,00 per transgression

### **3.2.3 Watchman**

#### ***a. Description***

No employees will be allowed to remain on site during private time.

#### ***b. Breach***

(i) Contractors may be escorted from the Estate by security during private times.

(ii) In addition the building contractor will be fined R500,00 per transgression

### **3.3 Vehicle Sizes Allowed**

#### ***a. Description***

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate.

(i) Only fixed axle design vehicles will be allowed.

(ii) Maximum length = 9.1m

(iii) Maximum width = 2.6m

(iv) Maximum gross mass = 20,000kg

(v) Maximum axle weight = 8,000kg

#### ***b. Breach***

Vehicles larger than above will be denied access to the Estate.

### **3.4 Deliveries to Contractors**

#### **3.4.1 General deliveries**

##### ***a. Description***

Contractors will at all times be responsible for the delivery personnel. All delivery times will be limited to public times as defined under 3.2 above. Size of delivery vehicles will be limited as defined under 3.3 above. Deliveries to the building site will take place only from the street frontage of the site. Access across adjoining erven may only be gained after obtaining written permission from the owner of such erf a copy of which must be lodged with the MPOA.

##### ***b. Breach***

Penalties levied on the building contractor will be the same as if the contractor's employees were guilty of the transgression.

#### **3.4.2 Concrete deliveries**

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. The following rules relate specifically to the concrete delivery vehicles.

##### ***a. Description***

Drivers of concrete delivery vehicles must be briefed on this document.

**b. Breach**

- (i) Drivers not briefed will not be allowed access onto the Estate.
- (ii) Drivers found contravening the Estate rules and regulations will be escorted off the estate and refused access to the Estate. The building contractor will be liable for penalties incurred by a concrete delivery vehicle.

**a. Description**

The washing off of *Ready mix* concrete delivery vehicles. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

**b. Breach**

The building contractor will be fined R500,00 per offence.

**3.5 Storage Sheds/Huts**

**a. Description**

The contractor will be allowed to erect green storage sheds/huts or containers within the boundaries of the building site and to a maximum height of 2,4m. The position of such structures must be indicated on the site diagram, which must be approved by the MPOA in terms of item 3.8 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside on the container.

**b. Breach**

The contractor will be instructed to remove any structures that do not conform to this regulation and may not continue/commence with building activities until this regulation has been complied with.

**3.6 Security**

**a. Description**

- (i) The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times.
- (ii) Personnel and sub contractors of the contractor must at all times comply with and adhere to the security procedures imposed by the relevant precinct POA and/or the MPOA from time to time.

**b. Breach**

- (i) Any member of building contractor's staff not adhering to this regulation will be removed from site.
- (ii) In addition the building contractor will be fined R150,00 per transgression.

### **3.7 Speed Limit**

#### ***a. Description***

For security and safety reasons, the speed limit on the Estate for all contractors' vehicles is 20kph. The contractor is responsible for all his employees, subcontractors 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 site.

### **3.8 Building Plan Controls**

#### ***a. Description***

(i) The building contractor must ensure that a copy of the signed approved building plan must at all times be on site available for inspection by the MPOA's representative.

(ii) Any variations to the approved building plan must be submitted to the MPOA or their authorised representatives for signed approval and may only be implemented once the variation has been so approved.

(iii) Prior to commencing building the contractor must (i) set out the foundations for inspection and approval by the MPOA; (ii) confirm the height of buildings with the POA; (iii) set out and confirm the form of driveway with the MPOA; (iv) provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries.

#### ***b. Breach***

(i) The contractor will be denied access to the Estate until the above documentation is in place.

(ii) The contractor will be required to remove any structures that do not conform to approved plans.

### **3.9 Roads and Road Verges**

#### ***a. Description***

(i) The Contractor must ensure that the road in front of its building site is at all times swept clean. This is to minimise damage and ensure longevity of the road surface.

(ii) The Contractor must ensure that the kerbs and sidewalks in front of its building site are adequately protected from damage by the building operations.

(iii) Building material must be stored on the building stand. Special permission may be obtained from the MPOA to neatly store some material on the road verge directly in front of the building site.

**b. Breach**

- (i) The contractor will be fined R150,00 per day for unswept roads.
- (ii) The contractor will be held financially and legally responsible for the damage to road surfaces and kerbs caused through its building operations.

**3.10 Advertising**

**a. Description**

- (i) The contractor or his sub-contractors may not place any advertising material on the Estate.
- (ii) The contractor may place an approved builders board on the stand for the duration of the construction period. Builder's boards must be removed no later than one month after the construction has been completed.

**b Breach**

- (i) Advertising material will be removed from the erf without notice.
- (ii) Any material held by management for more than 2 days will be discarded of.
- (iii) The contractor will be fined R150,00 per offence.

**3.11 CONTRACTOR'S DEPOSIT**

The contractor is required to lodge a deposit of R2 000,00 with the MPOA prior to commencing with any activities on site. The deposit, less any fines (for which the contractor will be notified in writing) will be refunded on completion of all construction activities and vacation of the site.

**3.12. PAYMENT OF FINES**

**a. Description**

The contractor will be notified in writing of any contraventions and the amount of each fine. Should the value of the fines exceed the deposit, the contractor will be required to lodge a further R2 000,00 deposit.

**b. Breach**

In the event of the contractor failing to pay any required deposit the contractor will be denied access on \_\_\_\_\_ to \_\_\_\_\_ the estate.

**SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_**

**THE CONTRACTOR: Fernkloof Master Property Owners Association**

**NAME OF PERSON WHO  
WARRANTS THAT HE/SEHE  
HE/SHEIS DULY AUTHORISED**

**NAME OF PERSON WHO  
WARRANTS THAT THAT  
HE/SHEIS DULY AUTHORISED**

\_\_\_\_\_

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**SIGNATURE : \_\_\_\_\_**

**SIGNATURE : \_\_\_\_\_**

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