

CONTRACTORS CODE OF CONDUCT

(draft version March 2015)

SHARK BAY ESTATE

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PREAMBLE

Shark Bay Estate Home Owners Association (hereinafter referred to as “SBEHOA”) has adopted a Code of Conduct for Contractors in terms of, and in addition to, the Shark Bay Estate Architectural Guidelines.

All Owners/Contractors/Architects and their Agents, must comply with all the conditions imposed in the Shark Bay Estate Architectural Guidelines which shall incorporate the Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines and Management Plan promulgated in terms of the Constitution of the SBEHOA in compliance with the conditions of approval (ROD) imposed by the Department of Environmental Affairs and Culture, Western Cape Government and the conditions imposed by the Local Authority when approving Shark Bay Estate.

1. OBJECTIVES

To ensure the following:

- 1.1 Compliance with, and implementation, of Shark Bay Estate Architectural Guidelines;
- 1.2 the least possible damage to
 - 1.2.1 the water quality on and the surrounding Shark Bay Estate;
 - 1.2.2 the fauna and flora indigenous to the area; and
 - 1.2.3 the infrastructure of the Shark Bay Estate
- 1.3 Construction and development are undertaken with due consideration to all environmental factors;
- 1.4 Where such damage occurs, provision must be made for reinstatement;
- 1.5 Construction is undertaken with due consideration of the quality of life of other Owners in Shark Bay Estate so as not to compromise and/or inconvenience such other Owners; and
- 1.6 Generally, that all construction work is undertaken in a structured, orderly and harmonious manner; all of which the Owner and Contractor accept to be in the best interests of the Development generally and specifically in respect of the Owners immediate neighbours.

2. ACCEPTANCE AND UNDERTAKING

To attain the aforesaid Objectives, the Owner and Contractor bind themselves jointly and severally to fulfill and comply with all the obligations contained herein and the SBEHOA shall be entitled to monitor the provisions hereof and to take all reasonable steps to have any breach of such obligations rectified.

3. CONTRACTOR’S OBLIGATIONS PRIOR TO CONSTRUCTION (ADMINISTRATIVE)

The Contractor will be denied access to Shark Bay Estate to commence construction until:

- 3.1 All provisions of this Code have been complied with to the satisfaction of the SBEHOA;
- 3.2 The Contractor and SBEHOA have carried out a joint site inspection;
- 3.3 Search and Rescue of plant material on the property has been carried out and signed off;
- 3.4 **Approval of Building/Construction Plans**
The plans and specifications will only be approved if, in the opinion of the Consulting Architect, there is compliance with the Architectural Guidelines. The Consulting

Architect and the Local Authority, prior to implementation, must approve any changes to the final plans and specifications in writing. All construction and/or erection of improvements on the Erf must be executed in accordance with the approved plans;

3.5 **Approved Building / Construction Plan**

A signed copy of the building/construction plans approved by the Local Authority must be handed to the SBEHOA, together with a signed copy of this Code and a written schedule outlining a construction commencement date and an estimated construction completion date which shall be duly signed by the Contractor. Once work has commenced on the Erf it must be continued to completion, without interruption or stoppage, other than during the annual builder's holiday.

3.6 **Contractors' Induction Course**

The Contractor, his employees, all sub-contractors and their employees shall, prior to the commencement of any work and/or installation of any equipment, fixture and/or fitting of whatever nature on the Erf, attend an Induction Course to familiarize all parties concerned with regard to the environmental, access control, safety, traffic control and all matters pertaining to Shark Bay Estate. The Induction Course will be held at regular intervals and information pertaining to the course times and location shall be available from the SBEHOA. The initial cost of the Induction Course shall be paid by the Contractor to the SBEHOA on attendance. The initial cost of such course shall be R 160.00 plus V.A.T per person, which amount may be revised from time to time at the sole discretion of the SBEHOA. Any party who has not attended such course or courses may be denied access to Shark Bay Estate.

3.7 **Staff and Vehicle Identification**

3.7.1 All Contractors, sub-contractors and their employees are all all times required to wear visible identification tags issued by the SBEHOA while on the Shark Bay Estate. The staff identification system will be implemented, managed and controlled by the SBEHOA. The cost of the identification tags will be included in the cost of the Induction Course. Replacement tags will cost R 80.00 (V.A.T inclusive) each, which amount may be revised from time to time at the sole discretion of the SBEHOA. Parties without identification tags will be denied access to the Development.

3.7.2 Vehicle Identification

All construction, passenger and/or commercial vehicles of contractors, sub-contractors and their authorized employees shall, at all times, while such vehicles are within the boundaries of the Shark Bay Estate, display a Shark Bay Estate identification and access sticker. Only the principal contractor, his senior personnel and foreman shall be entitled to identification and access stickers for their vehicles. The sticker must be attached to the windscreen of every vehicle of a contractor on Shark Bay Estate. The vehicle identification system will be implemented, managed and controlled by the SBEHOA in its sole discretion. The cost of the identification and access sticker will be included in the cost of the Induction Course. Replacement stickers will cost R 80.00 (V.A.T inclusive) each, which amount may be revised from time to time and subject to such conditions as the SBEHOA may, in its sole discretion, determine. Vehicles without access and identification stickers will be denied access to the Development.

3.8 **Insurance**

The Contractor shall, prior to commencing work on an Erf submit to the SBEHOA, proof of insurance policies to adequately cover the Contractors All Risks associated with the

improvements, appropriate SASRIA and MVA cover, liability in respect of third parties of all motor vehicles having access to the Development and Public Liability Insurance cover to the value of R 3 000 000.00 (Three Million Rand) per incident, to the satisfaction of the SBEHOA.

3.9 **Labour and Training**

The Contractor is required to comply with the conditions relating to the regular provision of labour statistics and training requirements as determined by Competent Authority from time to time and as set out in the ROD. The Contractor shall liaise with the SBEHOA with respect to procedures and requirements in this regard. The National Building Regulations (NBR), the requirements of the National Home Builder's Registration Council (NHBC) and the appropriate by-laws of the Local Authority shall be applicable to the construction of all improvements within the Development. Neither the SBEHOA nor the Consulting Architect shall be responsible for any design or construction defects, which may affect the safety or structural integrity of any improvements within the Development or any non-compliance with the NBR or NHBC requirements.

3.10 **Builder's Deposit**

The Contractor/Owner shall pay a builder's deposit of R 35 000.00 (Thirty Five Thousand Rand) to the SBEHOA in respect of, including but not limited to, liability for possible damage to town services, roadways and private open spaces during construction, which amount may be revised from time to time and subject to such conditions as the SBEHOA may, in its sole discretion, determine.

4. **CONTRACTORS OBLIGATIONS UPON COMMENCEMENT OF CONSTRUCTION**

4.1 **Fencing**

All building sites must be secured and fenced, in accordance with the specifications determined by the SBEHOA from time to time. The fencing must be approved by the SBEHOA, in writing, before any work shall commence. The street front and all other boundaries must be fenced with shade cloth material (black in colour with a minimum 60% transparency) to a height of 1,8 metres unless adjacent to a completed building with an existing boundary wall. The boundary adjacent to a completed dwelling with a boundary wall must be screened to 1,8 meters high or the final boundary wall built. Site fencing is to be constructed in a manner that will last the duration of the construction project. The fencing is to enclose any temporary haul roads or access that the contractor may be using. Silt fences, as per the Environmental regulations, are to be erected. All fences and screens must be properly maintained, to the satisfaction of the SBEHOA, for the duration of the construction/erection of improvements. The Contractor is required to be familiar with, and to confirm to, the necessary Health and Safety regulations and requirements as stipulated in the Occupational Health and Safety Act of 1993, (Construction Regulations 2003).

4.2 **Dust Control**

The Contractor shall implement appropriate measures, to the satisfaction of the SBEHOA to minimize damage to existing vegetation and to minimize the generation of dust or wind-blown sand in other open areas of the Development resulting from improvement on the Erf.

4.3 **Erosion Control**

4.3.1 The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the

construction/erection.

- 4.3.2 The Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or stormwater on or around the Erf on which improvements are being effected by him, for the duration of the Contract.
- 4.3.3 The Contractor shall take whatever protective measures deemed necessary by the SBEHOA in its sole discretion, to provide storm water and erosion control.
- 4.3.4 Should the contractor fail to provide and maintain the protective measures, to the satisfaction of the SBEHOA within 24 hours of receiving notice of its failure to provide/maintain protective measures, the SBEHOA may instruct an independent contractor to rectify any damage and establish the necessary protective measures, at the Contractor's cost.
- 4.3.5 The Contractor will be denied access to the Development until the costs in terms of clause 4.3.4 *supra* have been paid.

4.4 **Excavation**

- 4.4.1 No excavation or filling of the Erf may be undertaken without the submission of a detailed plan to the SBEHOA for written approval.
- 4.4.2 Excavation for foundations and/or walls adjoining paved roadways and/or sidewalks must be undertaken with caution and, in particular, the paved roadway/sidewalk must be protected and supported during excavations.
- 4.4.3 Any damage caused to the paved roadway/sidewalk must be made good by the Contractor immediately once the damage becomes evident.
- 4.4.4 All foundations must be certified by a Structural Engineer.
- 4.4.5 No excavations or trenches outside the Erf boundary are permitted without the prior written consent of the SBEHOA. All backfilling to be completed as per the Consulting Architect's design specifications and is to be inspected and signed off by the Consulting Architect's for the account of the Erf Owner.

4.5 **Municipal Services**

All conditions, processes and fees as prescribed by the Local Authority, for the connection of water, sewerage, electricity and other municipal services shall be the sole responsibility of the Contractor/Owner. All costs pertaining thereto shall be for the account of the Contractor/Owner.

4.6 **Water**

The Contractor will obtain water for the work to be undertaken on the Erf from the municipal water connection on the Erf. Application for connection is to be made through the Local Authority. Under no circumstances may the Contractor interfere with any water supply to the Development.

4.7 **Sewers**

A sewer connection has been provided for the Erf into which the Contractor is required to connect the sewer system for the improvements. Such connection may not take place until completion of the improvements and then only under supervision of the SBEHOA. The Contractor may not dispose of any building material, contaminated water or rubbish into the sewage system.

4.8 **Storm Water**

The Contractor may not dispose of any building material, contaminated water or rubbish into the stormwater system nor may the Contractor wash paint or cement-based products into the stormwater system or onto landscaped and paved areas. The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around the Development.

4.9 **Ablution facilities**

- 4.9.1 The Contractor shall provide water and/or washing facilities for employees on the Erf. Water shall not be extracted from waterways for this purpose.
- 4.9.2 Prior to commencement of the construction/erection of the improvements and throughout the duration of the work, the Contractor shall provide a suitable number and properly operational chemical toilets on the Erf and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition.
- 4.9.3 The entrances to all temporary toilets must be screened from view by a barrier constructed from 90% black shade cloth.
- 4.9.4 Use of the Development's water borne sewage systems is forbidden.
- 4.9.5 Any worker or employee of the Contractor/Sub-Contractor/s or invitee found doing ablutions in any area other than the supplied toilet will be fined and upon request by the SBEHOA, be removed from the Development by the Contractor and shall be permanently barred from returning to the Development. In addition hereto or as an alternative to removal from the Development the SBEHOA may decide, in its sole and absolute discretion, to impose a fine as stipulated in clause 8 hereunder.

4.10 **Storage Shed/Site Hut**

- 4.10.1 Temporary storage sheds or site huts of galvanized iron or timber which shall be of a neat appearance are permitted on the Erf. The Contractor may, in addition, make use of shipping containers for offices and stores.
- 4.10.2 No other structures are permitted on the Erf unless they appear on the building/construction plans mentioned in clause 3.4 *supra*.
- 4.10.3 The SBEHOA may instruct the Contractor to remove any storage shed, site hut, office or store that in the sole opinion of the SBEHOA is untidy or dilapidated.
- 4.10.4 Should the Contractor fail to remove the storage shed, site hut, office or store forthwith and to the satisfaction of the SBEHOA, the SBEHOA shall instruct an independent party to remove the structure, at the Contractor's cost.
- 4.10.5 The Contractor will be denied access to the Development until the costs in terms of Clause 4.10.4 *supra* have been paid.

4.12 **Refuse Containers and Refuse Removal**

- 4.11.1 All refuse must be collected daily and deposited into a container, supplied by the Contractor at the Contractor's cost.
- 4.11.2 All containers must be of a design approved at the sole discretion of SBEHOA. The container must have a lid and be of such nature that it cannot blow over and that refuse cannot escape from it.
- 4.11.3 The container must be regularly emptied and cleaned.
- 4.11.4 Without detracting from the generality of the foregoing, the Contractor specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the Development so as not to contaminate the Development.
- 4.11.5 The Contractor shall ensure that all building rubble is removed on a weekly basis or as regularly required by the SBEHOA.
- 4.11.6 The Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 4.11.7 No burning of litter or open fires are permitted.
- 4.11.8 If the Contractor fails to keep the Erf in an acceptably neat and tidy state or to have the rubble removed, to the satisfaction of the SBEHOA, then the SBEHOA shall, without prejudice to its further rights, have the right, at the cost of the Contractor to clean the site and/or remove the rubble.

4.11.9 The Contractor will be denied access to the Development until the costs in terms of clause 4.11.8 *supra* has been paid.

4.12 **Survey Beacons**

4.12.1 Prior to the commencement of the construction, the Contractor shall obtain a Beacon Certificate from the project Land Surveyors who will identify, inspect and certify the boundary pegs. The Land Surveyor must also certify the position of any building against a boundary line.

4.12.2 The Contractor is responsible for maintaining the boundary pegs. Should the boundary pages be disturbed, the SBEHOA will arrange for a Land Surveyor to relocate them at the Contractor's cost.

4.13 **Permissable Signage**

4.13.1 The Contractor shall only be permitted to erect a single signboard which must comply with SBEHOA's requirements.

4.13.2 The Signage shall be at the expense of the Contractor.

4.13.3 The Contractor shall not erect the signage other than on the Erf.

4.13.4 The signage shall be removed immediately upon completion of the improvement.

4.14 **Building Controls and Access Controls**

The Contractor/Owner confirms that they have read and understood the conditions imposed by the Architectural Guidelines, incorporating the Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines and Management Plan promulgated in terms of the Constitution of the SBEHOA and shall abide by these conditions.

4.15 **Failure to Comply**

Failure to comply with the Estate conditions detailed in clause 4.14 *supra* will result in the Contractor/Owner being fined. See clause 8 hereunder for the schedule of fines.

4.16 **Delivery of materials**

The maximum vehicle size allowed on Estate roads will be:

4.16.1 Single axle construction vehicles of 8 tons or less; and

4.16.2 Tipper trucks of 6 cubic meters or less.

5. **CONTRACTORS OBLIGATIONS ON COMPLETION OF CONSTRUCTION**

The deposit, or any balance thereof, shall be repaid to the Contractor/Owner on completion of the works after due assessment by a representative of the SBEHOA of the following considerations:

5.1 Repair of damages, if applicable, to common areas, roads or walkways or unpaid fines. The deemed cost of repair of damages or fines will be deducted from the deposit and in the instance of the deposit being less than the claim, the shortfall shall be claimed from the Owner/Contractor.

5.2 Confirmation that the completed works conform to the final approved plans by the Consulting Architect.

6. **OCCUPATION ON COMPLETION OF CONSTRUCTION**

Upon completion of the building works, the Contractor shall request a Completion Certificate from the SBEHOA.

6.1 Items that shall be addressed prior to the issuing of such Certificate shall include, but not be limited to:

6.1.1 Search and Rescue sign off from ECO/SBEHOA;

6.1.2 Approval of Landscaping Plan and Species List from ECO/SBEHOA;

6.1.3 Approval from SBEHOA declaring that the building is in accordance with the approved drawings;

6.1.4 Inspection of services and estate property (landscaping, lights, kerbs roads, *etcetera*)

Note: The Builder Control levy and the Builders Deposit will remain in effect until the Completion Certificate is issued.

6.2 Occupation Certificates will only be issued by Council upon confirmation from the SBEHOA that all Estate requirements and the completed works conform to the final plans as approved by the Consulting Architect.

7. **WORKING HOURS / DELIVERY OF MATERIALS**

7.1 Working Hours on the Estate shall only be permitted as follows:

Monday to Friday: 08h00 - 18h00

Saturday, Sunday and Public Holidays - working is not permitted

7.2 Delivery of materials on the Estate will only be permitted during the following hours:

Monday to Friday: 08h00 - 18h00

Saturday, Sunday and Public Holidays - working is not permitted

8. **FINES**

Fines may be imposed by and at the sole discretion of the SBEHOA or their designated Agent. All fines are to be paid to the SBEHOA no later than 14 days after the offense. The Contractor, Sub-Contractor or Employee may be denied access to the Estate until receipt of payment in full. Fines will be issued in addition to any remedial costs incurred.