



CONTRACTORS AGREEMENT

Updated: August 2021

AGREEMENT FOR QUALIFICATION 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 OWNER(S)")

AND

("THE CONTRACTOR")

In respect of Erf no: _____

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 minimized 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 can be levied. The extent of the penalties 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 as 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 contractors 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 shall not be allowed onto the Estate.

3.1.2 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.
Personnel are to confine themselves to the site, inclusive of lunch/tea breaks.
No storage bins, building materials and or rubble will be allowed on any other property. If damage is done to any property, it is the contractor's responsibility to fully restore and rehabilitate that property to its former state.
- b. Breach
 - (i) Work by the contractor will be stopped until such time as the contractor's building material and/or equipment has been moved to within the boundary of the building site.
 - (ii) The contractor can be fined R500 per transgression.

3.1.3 Site presentation

- a. Description
The contractor will be expected to keep the appearance of the building site, as well as the adjacent roadway, clean, 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. Litter is to be disposed of via an appropriate method such as the use of a garbage/refuse drums/containers/black bags that are emptied regularly using the municipal garbage truck service that collects garbage on a Friday from the estate.

b. Breach

- (i) Should the 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. 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 can be fined R250 per day until all refuse has been removed from the stand and the surrounding area. Should the contractor still not adhere to this clause after two fines have been issued, an independent contractor will be employed to remove the rubble and litter.

3.1.4 Noise levels

a. Description

Although certain excessive noise and disturbances are unavoidable, contractors should at all times ensure that noise levels are kept to acceptable levels. Specific attention should be given to the following:

- (i) Generators can only be used in case of an emergency and the use must be approved by the Estate Manager in writing.
- (ii) All plastic material (e.g. damp proofing) should be properly secured at the end of working hours to prevent it from flapping in the wind.
- (iii) Unnecessary shouting or loud talking by employees.

b. Breach

The building contractor can be fined R500 per offence.

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 can be fined R500 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 can be fined R1 000 per offence.

- (ii) The building contractor shall in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

3.1.7 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. Toilets have to be properly screened off and the door should be closed at all times. The door must be properly closed and secured at the end of the day to prevent it from being blown open by the wind.
- b. Breach
 - (i) The contractor shall be denied access to the estate until such time as this regulation is complied with.
 - (ii) In addition the contractor can be fined R500 per offence.

3.1.8 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 per offence.

3.1.9 Screening of building sites

- a. Description
Whilst constructing a new home or renovating an existing home the contractor will be required, for visual and safety reasons, to screen off the site with portable 2.0m high framed screens. The screens are to be covered in dark green shade-netting so that the site is not visible. Sections of the screens may be moved during the day, but to deny access to the site after hours the screens must be positioned to fully close off the operation. The screens must be able to withstand the elements i.e. must be firmly held in place.
- b. Breach
 - (i) The contractor shall be denied access onto the estate until such structures are properly in place.
 - (ii) In addition the building contractor can be fined R1 000 per transgression.

3.1.10 Storage of soil/building sand

- a. Description
When excavating for foundations, all soil must be immediately removed from the property. Only the confirmed and measured amount sufficient for backfilling purposes and approved by the Estate Manager, may be stored on site. All stockpiled soil and building sand shall be adequately covered at all times, until

used. To avoid wind-blow and children playing, building sand is to be fully covered outside of building hours.

- b. Breach
 - (i) Should a builder not comply with the removal of excess soil or covering of stock piles at all times, the soil 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 the stockpiled soil and building sand not be properly covered the contractor can be fined R500 per day that the stock pile is not covered.

3.2 Hours of Work - 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 – No work permitted.
Sundays – No work permitted.
Public Holidays - No work permitted

Contractors will be advised by letter in the beginning of December each year, when the builders' holiday will start and end, during which period no contractor or subcontractors will be allowed in the Estate, unless it is an emergency. It is the responsibility of the Contractor to inform their sub-contractors accordingly.

- b. Breach
 - (i) Contractors may be escorted from the estate by security during private times.
 - (ii) In addition the building contractor can be fined R1000 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.
Delivery vehicles should be parked in such a way that the normal flow of traffic in the street is not restricted and/or access to any other property is not affected. Where special circumstances (e.g. concrete delivery) necessitate restricted traffic flow and/or access, permission should be obtained from the Estate Manager and the affected home-owners to be informed in advance.
- b. Breach
Penalties will be levied on the contractor for the transgression of the rules by the sub-contractor. The contractor can be fined an amount of R500 per 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 and properly planned to be within the contractor's hours of work.

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 shall be escorted off the estate and refused access to the estate. The building contractor shall be liable for penalties incurred by a concrete delivery vehicle.
- a. Description
The washing off of ready-mix concrete delivery vehicles is not allowed. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road should this occur.
- b. Breach
The building contractor can be fined R1 000 per offence.

3.5 Storage Sheds/Huts

- a. Description
The contractor shall be allowed to erect a storage shed, hut or container within the boundaries of the building site 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 below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on site, including the shed/hut/container.

b. Breach

The contractor shall 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 an access controlled environment and therefore individual watchmen shall not be allowed into the estate during private times.
- (ii) Personnel and subcontractors of the contractor shall 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.
- (iv) No contractors to stay on site.

b. Breach

- (i) Any member of building contractor's staff not adhering to this regulation shall be removed from site.
- (ii) In addition, the building contractor can be fined R1 000 per transgression.

3.7 Speed Limit

a. Description

For security and safety reasons, the speed limit on the Estate for all vehicles is 20kph. The contractor is responsible to ensure adherence to this rule by all his employees, subcontractors and delivery vehicles.

b. Breach

The contractor can be fined an amount of R500 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 and 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 authorized representatives and the Overstrand Municipality for signed approval and may only be implemented once the variation has been so approved.

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;
- (v) set out and confirm the form of driveway with the MPOA and POA;

- (vi) 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 shall be denied access to the estate until the above documentation is in place.
- (ii) The contractor shall 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 minimize damage to other vehicles e.g. punctures, and to ensure longevity of the road surface.
- (ii) The Contractor must ensure that the roadway, curbs, sidewalks and drains in front of the building site are adequately protected from damage by the building operations.
- (iii) Building material must be stored on the building site. Special permission may be obtained from the POA to neatly store some material on the road verge directly in front of the building site.

b. Breach

- (i) The contractor can be fined R250 per day for un-swept roads.
- (ii) The contractor shall be held financially and legally responsible for the damage to the roadway, curbs, sidewalks and drains caused through its building operations.

3.10 Builder's Safety Board

a. Description

- (i) The contractor or his sub-contractors may not place any advertising material on the building site or anywhere on the estate.
- (ii) The contractor must erect an approved builder's safety board on the stand for the duration of the construction period. The safety board must be removed upon completion of construction when the builder vacates the site.

b. Breach

- (i) Advertising material shall be removed from the erf without notice.
- (ii) Any material removed will be discarded by the POA after 2 days.
- (iii) The contractor can be fined R500 per offence.

3.11 Contractor and Homeowner building deposit

The estate's scrutinizing architect (Munnik Visser), in collaboration with the Estate Manager and the precinct's infrastructure trustee will determine if the building work is classified as 'Major' (new buildings, major additions/alterations) or 'Minor' (small additions/alterations).

The Contractor is required to lodge a deposit of R5 000 for major building work.

The Homeowner is required to lodge a deposit of R5 000 for any building work i.e. major or minor building work.

The deposits are required to be paid into a trust account of the relevant precinct, prior to commencing with any building activities on site.

The interest free deposits, less any fines issued, will be refunded on completion of all construction activities, vacation of the site and completion certificate issued by the MPOA.

Bank Details as follows:

First National Bank	– Hermanus
Branch Code	– 200412
Fernkloof Village Trust Account	– 6269 122 7964
Hillside Village Trust Account	– 6236 198 9456
Innesbrook Village Trust Account	– 6268 982 4673
Lakewood Village Trust Account	– 6269 102 0144
Prestwick Village Trust Account	– 6268 985 4927

3.12 Payment of Fines

a. Description

The contractor/owner shall be notified in writing of any contraventions and the amount of each fine. Should the value of the fines exceed the deposit, the contractor shall be required to lodge a further R5 000 deposit.

b. Breach

In the event of the contractor failing to pay any required deposit the contractor shall be denied access onto the estate.

3.13 Failure to complete a new dwelling timeously

Any member who fails to complete the dwelling as per the approved plans of such a dwelling, within 12 (twelve) months after payment of the building deposit, shall pay a penalty to the Association, of R10 000 (ten thousand rand) for every month, or part thereof, that completion of the dwelling exceeds 12 (twelve) months. Each Precinct has the freedom to look at the circumstances why the building is not completed timeously and decide whether to fine the owner/contractor or not.

3.14 Failure to complete alterations/additions timeously

Any member who fails to complete the alteration/additions as per the approved plans of such a dwelling, within 6 (six) months after payment of the building deposit, shall pay a penalty to the Association, of R10 000 (ten thousand rand) for every month, or part thereof, that completion of the dwelling exceeds 6 (six) months. Each Precinct has the freedom to look at the circumstances why the building is not completed timeously and decide whether to fine the owner/contractor or not.

Please take note that an independent architect will inspect the house to ensure that it complies with the building guidelines.

SIGNED AT HERMANUS

FERNKLOOF MASTER PROPERTY OWNERS ASSOCIATION:

NAME: _____

SIGNATURE: _____

Date: _____

THE CONTRACTOR:

NAME OF PERSON WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO SIGN.

NAME: _____

SIGNATURE: _____

Date: _____

Contact No: _____

E-mail address: _____

THE OWNER:

NAME OF PERSON WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO SIGN.

NAME: _____

SIGNATURE: _____

Date: _____

Contact no: _____

E-mail address: _____