



FAIRVIEW ESTATES FARMERS ASSOCIATION (FEFA) BUILDING
CONTRACTOR PROTOCOL

OBLIGATION AGREEMENT

INDEX

Contents

INTRODUCTION:	4
INDEX:.....	2
BUILDING CONTRACTORS & OWNER/BUILDERS ACCEPTANCE CRITERIA:.....	5
THE CONTRACTOR’S OBLIGATIONS:	7
1. INTRODUCTION:	7
2. PROCEDURE:.....	7
3. SITE HANDOVER:	7
4. SITE CAMP & SETTING UP THE BUILDING SITE:	10
5. BUILDING SITE PERIMETER SHADE CLOTH FENCING:.....	10
6. CONSTRUCTION PERIOD:	11
7. CONSTRUCTION SIGNAGE:	11
8. LITTER AND REFUSE CONTROL:	12
9. VEGETATION:	13
10. STORM WATER & EROSION CONTROLS:.....	13
11. WORK HOURS:	14
12. SECURITY:	15
13. BEHAVIOUR:	16
14. SUPERVISION:	17
15. ACCESS TO THE ESTATE, USE OF ROADS, AND DAMAGE TO ESTATE PROPERTY: ...	17
16. PARKING:	18
17. STORING OF CONSTRUCTION MATERIALS AND HAZARDOUS SUBSTANCES:	18
18. TOILET AND ABLUTION FACILITIES:.....	19



19.	FINAL CLEAN UP AND COMPLETION:	20
20.	INSURANCE:	20
21.	EXTERIOR COATINGS:.....	20
22.	NEIGHBOURING PROPERTIES:	21
23.	APPROVED PLAN & SITE HANDOVER:	21
24.	DEVIATION FROM APPROVED PLANS:.....	21
25.	BREACH:	21
26.	ENVIRONMENTAL MANAGEMENT PLAN (EMP):.....	22
27.	HISTORICAL & ARCHAEOLOGICAL:	22
28.	NOISE:	22
29.	DUST AND AIR POLLUTION:	22
30.	MAINTENANCE AND DAMAGE LEVY:.....	23
31.	NON-WAIVER:	23
32.	VARIATION:.....	23
33.	EARTHWORKS COMPLETION:	24



INTRODUCTION

Only Professional Building Contractors registered with the National Home Builders Registration Council (NHBRC) and/or the Master Builders Association (MBA), with an acceptable track record will be considered as accredited Building Contractor's on Fairview Estate. This accredited list will be reviewed from time to time at the sole discretion of the Fairview Estate Farmers Association (FEFA).

All applications to be accepted onto the Fairview accredited list of Building Contractors are to be submitted in accordance with the criteria as set out below.

Once fully accredited, the Building Contractor must be available to tender on all other projects on all phases of Fairview Estate.

FEFA reserves the right to refuse any Building Contractors application to be accredited.

BUILDING CONTRACTORS & OWNER/BUILDERS ACCEPTANCE CRITERIA

FOR ANY PERSON TO BUILD ANY STRUCTURE ON THE ESTATE, THEY MUST SUBMIT THE FOLLOWING DOCUMENTATION AND OBTAIN THE APPROVAL OF THE FAIRVIEW ESTATE FARMERS ASSOCIATION (FEFA).

Each contractor must:

- In the case of a professional Building Contractor, be registered with the Master Builders Association (MBA) and/or National Home Builders Registration Council (NHBRC). *(Copies of current MBA and/or NHBRC registrations required);*
- In the case of a professional Building Contractor, provide proof of qualifications in building and construction;
- In the case of an Owner/Builder, be registered with the National Home Builders Registration Council. *(Copy of the NHBRC registration required);*
- Be registration with Workman's Compensation. *(Copy of current registration number and details required);*
- Have a minimum of R 1, 000,000.00 (one million rand) **Public Liability Insurance cover as well as Contractor All Risk Insurance.** *(Copies of insurance details and cover required);*
- Provide a detailed CV or Company Profile together with traceable references;
- In the case of a professional Building Contractor, is a registered business. (Proof of registration required).
- In the case of a professional Building Contractor, provide proof of NHBRC registration new dwellings constructed during the past 3 years, and traceable references to these completed projects.

Please note that:

- If an Owner Builder, only one residential dwelling may be constructed, following which a separate application must be submitted to FEFA to be considered for placement on the accredited list of Building Contractors to construct any further residential dwellings. The Owner Builder accreditation will be subject to the compliance with all the Building Contractor's Protocols and Estate Rules.
- All Building Contractors and Owner Builders must employ the services of a professional Architect, who has to submit his/her SACAP proof of registration to FEFA.

- On completion of each project the finishing standard and quality of the structure will be assessed, and should the Owner Builder or Building Contractor's work not be acceptable in respect of FEFA's standards and quality, then in the interest of the Estate and the Home Owners, the Owner Builder or Building Contractor will not be permitted to do any further construction on the Estate, unless the snags/ quality has been addressed and is then up to FEFA standards.
- All Building Contractors and Owner Builders will pay a monthly Estate Access Levy of R1 500.00 for each of their sites for the duration of the construction period (from date of site handover until the date the Contractor removes his workers, equipment, and construction boards, and no longer have access to the site).
- Owner will pay a Verge Deposit of R10 000.00, from which 50% is refundable if no damage occurred to any common areas or servitudes on the Estate.

Please note:

1. Meeting with all the criteria of acceptance does not constitute automatic acceptance. FEFA must be absolutely assured and satisfied that the persons applying for accreditation will not be a safety and/or security risk to the Estate and the residents on the Estate.
2. All Sub-Contractors and Service Providers must be registered with FEFA and must sign a sub-contractor's/Service Provider Agreement Protocol with FEFA prior to being permitted onto the Estate.

THE CONTRACTOR'S OBLIGATIONS

1. INTRODUCTION

- 1.1. All Contractors working on any of the phases on the Fairview Estate are to acquaint themselves thoroughly with this document and any revised edition and are to sign acceptance of the same prior to the commencement of any work on the Estate.
- 1.2. The manner in which a site is prepared prior to the commencement of construction will have more impact on the environment than any other stage of the development. Adherence to the following protocol is imperative.
- 1.3. The Principal Building Contractor will be required to sign an Obligations Agreement at each site handover.

2. PROCEDURE

- 2.1. The client's appointed Principal Agent is to submit a written request for consent to clear and establish the site to FEFA Management a minimum of 7 (seven) working days prior to the anticipated site handover meeting, and at that stage, provide the details of the Principal Building Contractor [Not applicable for temporary structures].
- 2.2. On receipt of the written consent, the location of the footprint plus 4 meters, actual foundations and driveway between the site boundary and the footprint must be marked before any site clearing can be done.
- 2.3. Only that portion of the footprint actually required for the purpose of building work, and the driveway, may be cleared of vegetation. The extent of the clearing must be discussed with the FEFA Management prior to any clearing commences.

3. SITE HANDOVER

- 3.1. Please note: A site will not be handed over for any form of work to commence if the property has not been transferred into the new owner's name and is registered at the Deeds Office Or the occupier has a valid lease/early occupation agreement with the owner of the property. (Not applicable for temporary structures).
- 3.2. A site handover meeting will be held on the specific site prior to the Contractor being permitted to move onto site in any form. This includes the storing of fill materials.
- 3.3. The site handover meeting must be attended by the following persons:

- 3.3.1. The appointed accredited Architect and the appointed accredited Principal Agent/Project Manager.
- 3.3.2. The FEFA representative (The Building Control Manager or the Estate Manager).
- 3.3.3. The appointed accredited Principal Building Contractor.
- 3.3.4. The Principal Building Contractor's Site Foreman.
- 3.3.5. The Owner (if available). If the Owner is not available, he/she must submit a power of attorney appointing his/her Principal Agent as his/her representative.

The following to be addressed by the accredited Principal Building Contractor at least 5 (five) working days prior to the site handover date.

- 3.3.6. The owner warrants that the cut and fill does not exceed the allowable limits.
- 3.3.7. The proposed buildings and driveway to be set out by a professional Land Surveyor after all the earthwork has been completed and marked out for inspection prior to any construction commencing. A copy of the Land Surveyor's setting out certificate to be submitted to FEFA. (Only applicable if the building is in close proximity to the building lines of the property or the green belt or wetland buffer).
- 3.3.8. To issue FEFA via the Principal Agent with an anticipated programme of work, highlighting construction milestones and completion date within the construction period.
- 3.3.9. Implementation of approved stormwater management plan to be discussed and submitting a pre-construction and during construction stormwater management plan to FEFA via the Principal Agent.
- 3.3.10. On site Environmental issues to be addressed, including preservation of existing vegetation and the storage of materials etc. (building within the wetland buffer will require written proof of approval from Department of Environment, Forestry and Fisheries).
- 3.3.11. The Building Contractor to supply a list of anticipated Sub-Contractors, Service Providers, and suppliers.
- 3.3.12. Establish the position to access the site during construction if it is not the same as what is shown on the approved Building Plans.
- 3.3.13. Ensuring the Professional Notice Board is installed correctly on site.

- 3.3.14. The existing water meter must be located prior to the site handover meeting and be visible at the site meeting. Any defects to the water meter must be reported prior to the site meeting.
- 3.4 The following to be addressed by the accredited Principal Agent/Project Manager or Architect at least 5 (five) working days prior to the site handover date.
- 3.3.15. To be in possession of two sets of approved building plans, one approved by FEFA, and one approved by KwaDukuza Municipality. Both sets must be the same (no changes).
- 3.3.16. Architect to submit to FEFA a copy of the KwaDukuza Municipality approved plans and approval letter at least 3 (three) working days prior to the anticipated site handover date, to compare and verify the approved building plans with FEFA records.
- 3.3.17. Should any external aesthetic changes be made to the Local Authority drawings during the approval process, then FEFA must be notified immediately about these changes and new updated drawings must be submitted to FEFA showing these changes.
- 3.3.18. FEFA reserve the right to refuse a site handover if the FEFA and Local Authority approved drawing are not the same.
- 3.3.19. To ensure ALL the site corner beacons to be exposed, flagged by means with survey poles painted bright and identified with a beacon number which is cross referenced on the site plan.
- 3.3.20. The footprint of the proposed buildings and driveway to be set out by a registered Land Surveyor and marked out for inspection at the site handover. A copy of the Land Surveyor's setting-out certificate to be submitted to FEFA prior to the site handover. (Only applicable if the building is within 5 metres of the building lines of the property).
- 3.3.21. FEFA reserve the right to refuse a site handover if all the site corner pegs are not exposed and flagged, and/or the site "Lot cadastral number" is not displayed, or if any of the site handover criteria are not met.
- 3.3.22. The Architect must advise FEFA of relevant contract documents and confirm signature of contracting parties. A copy of the contract must be submitted to FEFA prior to the site handover date.
- 3.3.23. The Architect must point out all services and service connections on site.

3.3.24. To submit a copy of the Professional Notice Board to FEFA for approval at least 14 (fourteen) days prior to the site handover meeting, and ensuring this board is installed prior to the site handover meeting.

4. SITE CAMP & SETTING UP THE BUILDING SITE

- 4.1. The site may only be established once site handover has been conducted and FEFA has issued the Site Handover Certificate.
- 4.2. Prior to the site handover day, the Principal Building Contractor must submit in writing to FEFA that the following will be provided on site: site toilets, site showers (if applicable), site office, refuse and refuse skip area, building materials storage area, the Professional Notice Board.
- 4.3. The site office must be erected/ provided.
- 4.4. The construction site/camp will be comprised of:
 - Site office;
 - Ablution facilities;
 - Designated first-aid area;
 - Staff toilets and ablution facilities;
 - Refuelling area (if required);
 - Maintenance area (if required);
 - Material storage area;
 - Refuse area.
- 4.5. Fire prevention facilities must be present at all site offices and all storage facilities.
- 4.6. The site camp must be maintained on a daily basis and not have negative visual impact on the Estate.
- 4.7. When clearing the site, care must be taken to retain habitat and refuge for any wildlife on the site.
- 4.8. All vegetation that has been cleared is to be removed from the site immediately or used as much as per re-vegetation specifications.

5. BUILDING SITE PERIMETER SHADE CLOTH FENCING

- 5.1. The refuse area on site must be adequately fenced off with shade cloth if the rubble area is visible to the main road.
- 5.2. The shade cloth fence must be tight and neat at all times.
- 5.3. The shade cloth fence may only be installed once site handover has taken place but must be in place prior to any construction work commencing on the site.

- 5.4. Regular inspections must be carried out by the Building Contractor during building operations to ensure containment within the confines of the site, and to monitor damage to the surrounding vegetation. In the instance of damage to existing vegetation, it is to be reported to the Estate Management immediately, who will instruct the contractor responsible for the damage in respect of repair or replacement. This will be for the contractor's account, as will any fines or penalties imposed for the damage done.
- 5.5. FEFA will carry out regular inspections on each site to ensure guidelines, are adhered to. The Building Contractor will be notified to carry out any remedial work, if required, within a specified time period.
- 5.6. The removal of the shade cloth fence may only be done following approval by the Building Control Manager.

6. CONSTRUCTION PERIOD

- 6.1. Construction of any housing project or any improvements or alterations must commence within 7 (seven) working days from the date of the site handover date and shall be completed within 12 (twelve) months from the date of the site handover, applications can be done for an extended building period from FEFA and the KwaDukuza Municipality.
- 6.2. A penalty will be imposed on the Building Contractor on any building work exceeding the maximum building period which has not have the FEFA's written extended period consent.
- 6.3. Should the Principal Building Contractor find that for reasons beyond his control, the building period will exceed the 12 (twelve) month construction period; the Owner will need to submit a written request to the FEFA requesting an extension.

7. CONSTRUCTION SIGNAGE

- 7.1. The Building Contractor will erect a Professional Notice Board (Contractors Board) at the main driveway entrance to the site. A construction signage template of the noticeboard is available from the FEFA office.
- 7.2. This Notice Board must be erected at least 3 (three) working days prior to the site handover meeting.
- 7.3. The notice board will strictly accommodate the Development Proposal:
 - Street Address; Lot Number; Owner's Name;
 - Architects Name and Contact Number;
 - Engineer's name and Contact Number;
 - Principal Building Contractor's Name and Contact Number;

- Landscape Contractor's Name and Contact Number;
 - and any other Professional's Name approved by FEFA. And the name and 24 (twenty-four) hour contact number of the responsible person to contact in case of any emergency.
- 7.4. The Contractors Notice Board must be manufactured in time to be erected 3 (three) working days prior to the site handover meeting.
- 7.4.1. Note that all the professional services involved on the project must be shown.
- 7.4.2. The Project Title.
- 7.4.3. The Professional titles and Company names.
- 7.4.4. This notice board will be adequately fixed to two 150 mm Ø gumpoles. The gumpoles will be adequately planted in firm soil so as to support the board and any wind force.
- 7.4.5. The board must be positioned as near to the entrance to the site as possible without obscuring any road signage and traffic. The board must be parallel with the road.
- 7.4.6. Template: Available from the FEFA office.

8. LITTER AND REFUSE CONTROL

- 8.1. The Principal Building Contractor shall control all litter and refuse on his/her site by the following methods:
- 8.1.1. Placement of adequate number of litter bins, skips, or demarcated and screened refuse areas in accordance with the Fairview Estate Environmental Management Plan and the KwaDukuza Municipality's requirements.
- 8.1.2. The site must be cleared of all litter and building refuse which must be removed from the Estate at least once per week, in particular on a Friday.
- 8.1.3. The site must be litter and refuse free over weekends, public holidays, and during any extended closure periods.
- 8.1.4. Burning of any litter, refuse, or rubbish is strictly not permitted on any site.
- 8.1.5. Any litter spread outside the site is to be immediately picked up. This includes building debris in the driveway access to the site and in the road verge and road directly adjacent to the site.
- 8.1.6. Any spillage of refuse and/or building materials on any of the Estate's roads or verges must be cleaned up immediately.
- 8.1.7. The Estate Manager and/or the Building Control Manager may require the Building Contractor to stop all construction work to clear the site at any stage and within a specified

period if, in their opinion, the site is untidy and aesthetically not acceptable. Any claim of contractual delays will be at the contractor's expense.

- 8.1.8. All litter bins must have lids, and skips must have a shade cloth covering to prevent the contents from being wind blown over the site.
- 8.1.9. All refuse and bin storage areas must be screened off with green or grey shade cloth.
- 8.1.10. Litter bins must have inner plastic refuse bags for efficient control and safe disposal.
- 8.2. The Building Contractor to ensure all Sub-Contractors, suppliers, Service Providers, and staff strictly adhere to this requirement. All flammable, toxic, or contaminated refuse must be contained in separate safe containments and disposed of by a registered waste management company. All paint and toxic waste must be in separate safe containments.

9. VEGETATION

- 9.1. No protected, wetland vegetation of any description is to be removed, cut back, or pruned, without the written consent of the Estate Manager.
- 9.2. Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Estate.
- 9.3. The Principal Building Contractor must ensure that his site is free of weeds/alien plants at all times.
- 9.4. The Principal Building Contractor will ensure that his site and working areas are kept clean and tidy at all times.
- 9.5. Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to the natural environment and vegetation.
- 9.6. All banks must be cut and trimmed to 26° maximum, and then vegetated with grass mix (Macadamia mix) immediately on completion of the earthworks.

10. STORM WATER & EROSION CONTROLS

- 10.1. The Building Contractor will install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site/building footprint being cleared. All erosion control measures must be undertaken in collaboration with the Estate Manager, Building Control Manager, or the Landscape Consultant, so as to ensure erosion is avoided. Sandbags and berms are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods.

- 10.2. The Principal Building Contractor must attend to drainage of the building site to avoid standing water and/or sheet erosion.
- 10.3. The Building Contractor must inspect the site and ensure that the erosion control methods that are in place are maintained and adequately serve their function. This inspection must be carried out on a daily basis.
- 10.4. The Principal Building Contractor is required to inspect his sites during any rainstorm during and after working hours and implement any emergency stormwater control work immediately.
- 10.5. Stormwater damage, remedial work, and cleaning up must be done immediately after any rainstorm.
- 10.6. FEFA management will carry out regular site inspections and assess the erosion control management, and if in their opinion, find that it is not adequate, will instruct the Building Contractor to carry out remedial work and improve his/her erosion control management within a certain time period, and to maintain the standard throughout the construction period.

11. WORK HOURS

- 11.1. Unless otherwise approved by the Fairview Estate Farmers Association Management, construction work shall be strictly limited to the time between 06h00 and 17h30 from Mondays through to Fridays.
- 11.2. Saturdays will strictly be by site specific motivations and written consent from the FEFA Management and will strictly be between 07h00 to 15h00 as specified by FEFA Management on consent subject to no earthwork, heavy plant equipment, no power tools, and no reports received of any noise being generated from the site.
- 11.3. No work will be permitted on any Sunday and/or Public Holidays.
- 11.4. No Contractor or employee of such Contractor shall be entitled to be on the site other than during the hours provided, and no Contractor or employee of such contractor will be permitted to stay overnight and sleep on any site unless the prior written consent of the FEFA Estate Management is given. **No camping and sleeping over on site.**
- 11.5. A responsible person with a 24 (twenty-four) hour emergency contact number must be appointed by the Building Contractor in case of any emergency on site. This person's name and number must appear on the Professional Notice Board, and this person must be available at all hours to respond immediately when contacted.
- 11.6. Deliveries to any site is only permitted between 06h00 and 17h00 Monday to Friday.

- 11.7. For deliveries between 06h00 and 17h00 Monday to Friday, the Principal Building Contractor or his designated Site Foreman must be on the site to accept the delivery and ensure the material delivered is placed correctly on the site. Under no circumstances must a sub-contractor or any other person be left in charge on a site to accept any deliveries.
- 11.8. If any Principal Building Contractor or designated Site Foreman have made arrangements with a sub-contractor or a lift club to transport staff or labour to and from the site, then the Principal Building Contractor or his designated Site Foreman must be on the site to ensure these persons arrive at an open site. Under no circumstances may staff or labour be dropped off outside a locked site and congregate outside the site waiting for the site to be opened or congregate outside the site waiting to be collected.

12. SECURITY

- 12.1. All Contractors, Sub-Contractors, Suppliers, Service Providers, and labourers are to comply with all Security Regulations and Protocols as prescribed in the Security Protocol, as amended from time-to-time. It is the Building Contractor's responsibility to ensure he/she has the latest edition and that all persons on site are familiar with the contents thereof and strictly adhere to these regulations.
- 12.2. No employees are allowed to congregate around any of the Estate's gates waiting to be transported to and from the Estate. Any pick-up point is to be away from the Estate gates.
- 12.3. The recruiting of casual labour by the gates is strictly forbidden. All employees are to be properly employed and registered with the Estate's Security Management.
- 12.4. The Principal Building Contractor must submit a list of names, identity numbers, and contact details of all staff members, labourers, Sub-Contractors, and Service Providers working on his/her specific sites prior to access to the site being granted.
- 12.5. All accidents, break-ins, theft, or dangerous situations must be reported to FEFA management immediately.
- 12.6. Any individual Contractor or employee found to be in possession of stolen property, whilst on or attempting to exit the Estate, will be detained, and escorted to their employer, or complainant for whatever action is decided by such employer or complainant. The access card of the offender will be cancelled and their access onto the Estate permanently banned.
- 12.7. Strikes, toy-toying, or demonstrations will not be permitted on the Estate or at any of the Estate's gates. All labour/work disputes must be resolved off the Estate.

- 12.8. No firearms will be allowed on any site or in any vehicle transporting staff to and from any site, unless used by FEFA Security personnel.
- 12.9. If the Principal Building Contractor requires additional security for a specific site, this must be arranged with the Estate contracted security company via the Estate Manager. The costs of such additional security will be borne by the Principal Building Contractor.

13. BEHAVIOUR

- 13.1. All construction staff, labourers, Service Providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Estate. Their behaviour shall not disturb other residents or activities on the Estate. The Estate Manager, Building Control Manager, and Security Manager shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
- 13.2. The Principal Building Contractor must ensure that all staff, labour, Sub-Contractors, Service Providers, suppliers, and visitors entering a site under his/her control, have been adequately inducted in site safety, environmental awareness, and the Estate's Protocols and strictly adhere to these rules and requirements.
- 13.3. The Principal Building Contractor must at all times ensure that excessive noise is prevented.
- 13.4. No employee, sub-contractor, or construction staff may leave the building site they are working on at any time save in the exercise of their duties, and only then by vehicle and not on foot.
- 13.5. In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles, i.e., no pedestrian traffic.
- 13.6. No employee employed by the Building Contractor shall be entitled to be on the site other than during the hours 06h00 – 17h30 unless the prior written consent of the FEFA Estate Management is given.
- 13.7. The Building Contractor is responsible for the conduct of all their staff, labourers, Sub-Contractors, Suppliers, and Service Providers from the time they have entered the Fairview Estate, and until they have left the Estate.
- 13.8. Contractors may not bring or allow any of their staff, labour, Sub-Contractors, Suppliers, and Service Providers to bring any alcohol onto the Estate or allow alcohol to be consumed on any construction site, save for any written consent given to a Principal Building Contractor to host a roof wetting or completion celebration on a specific site under controlled conditions and out of sight.

- 13.9. All Contractor staff shall at all times whilst on the Estate, wear and visually display their access cards. Please Note: No casual labour is permitted on site. All labour must be registered employees of the Contractor.

14. SUPERVISION

- 14.1. A Supervisor or Site Foreman shall be appointed to control the site. No such Supervisor/Site Foreman will be permitted to control more than three Single Dwelling sites on the Estate at any one time. He/she is to be on site or be immediately available during working hours when required by FEFA management and will be deemed to be the Building Contractor's representative in the Building Contractor's absence.

15. ACCESS TO THE ESTATE, USE OF ROADS, AND DAMAGE TO ESTATE PROPERTY

- 15.1. The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.
- 15.2. Should any of the road edging/verges, and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, water hydrants, any other services or trees on the property or verge be damaged by any Contractor, Supplier, Service Provider, Sub-Contractor, Staff Member, or Labourer under the Principal Building Contractor's control, then the Principal Building Contractor shall be responsible for repairing such damage immediately at his/her own cost. Precautionary measures must be taken at the outset to prevent any such damage.
- 15.3. Care shall be taken when transporting materials to the site that the Estate speed restriction of 40 Kph is strictly adhered to.
- 15.4. During transportation on the Estate of any person on any open truck or LDV, these persons must be transported safely seated within the confines of the bin with the tailgate shut and secured. Any person being transported is also not permitted to sit on top of any materials loaded in the bin.
- 15.5. The Contractor indemnifies the Fairview Estate Farmers Association and its employees or representatives against any claims for loss or damage, which may occur on the Estate during the course of any work being carried out.
- 15.6. No articulated or abnormal vehicles, with or without trailers, may enter the Estate, unless the express permission of the Estate Management is obtained via the Estate's security. If permission is granted, the vehicle may enter the Estate with due care and under supervision of a member of the Estate Management and the Site Foreman/Building Contractor of the specific site the vehicle is going to.

- 15.7. The same procedure will be repeated when the vehicle leaves the site. Any damage along the way will be recorded and photographed. The Building Contractor will be held responsible to rectify any damage to FEFA's satisfaction and approval.
- 15.8. Any vehicle, in the opinion of FEFA Management, found to be not road worthy, a danger on the Estate, causes any pollution or contamination of the environment on the Estate, will be removed off the Estate.
- 15.9. Servicing or carrying out repairs to any vehicle or equipment is not permitted on the Estate.

16. PARKING

- 16.1. Construction vehicles shall not be parked in any area other than on the building site, or by special consent from FEFA Management, on the verge bordering the site. Vehicles parked on the verge shall be parked with due consideration for users of the street road and on the correct side of the road. Any damage caused to the verge and/or Estate and private property by the parking of vehicles, including oil, diesel, or material spillages, will be repaired immediately at the Principal Building Contractor's expense.
- 16.2. It is the Principal Contractor's responsibility to ensure adequate parking is available on the construction site for vehicles visiting and/or delivering materials.

17. STORING OF CONSTRUCTION MATERIALS AND HAZARDOUS SUBSTANCES

- 17.1. All construction material shall be stacked neatly and safely where the work is being done.
- 17.2. All materials and equipment must be stored in safe manner in terms with the Occupational Health and Safety Act.
- 17.3. No materials or equipment may be placed or stored outside of the building site, on the verge, or on adjacent sites at any time. Any materials or equipment delivered to the site and left on the verge due to the site being inaccessible, and then the materials and equipment must be moved onto the site by hand by 18h00 on the day of the delivery.
- 17.4. Should the Principal Building Contractor encounter a late delivery which cannot be moved off the verge by 18h00 on the day of the delivery, then he/she must contact the FEFA Management prior to 16h00 and request consent, which FEFA will consider allowing the contractor until 20h00 to move the materials, or alternatively to leave it on the verge overnight subject to it being moved onto site from 06h00 the following day.

- 17.5. Residents living adjacent to any construction site where hazardous materials are stored must be notified of the existence of such hazardous materials and location of the storage area.
- 17.6. The Principal Building Contractor shall submit to FEFA Management and Security Control, a method, and plans for the storage of hazardous materials and emergency procedures.

18. TOILET AND ABLUTION FACILITIES

- 18.1. The Principal Building Contractor must provide adequate temporary portable chemical toilet facilities. These toilets must be serviced by a sanitation company at least once per week. Site toilets are not permitted to be connected to any of the Estate's sewer drains.
- 18.2. The toilets may not be placed within a distance of 50 m from any dam, wetland boundary, water course, soak away, river, stream, or any water bodies.
- 18.3. No person is permitted to urinate anywhere on the site other than in the toilet facility provided.
- 18.4. Under no circumstances may open areas and/or the surrounding bush be used as toilet facilities.
- 18.5. The toilets must be adequately screened off with dark green or grey shade cloth.
- 18.6. Toilets are to be provided at a rate of not less than one toilet for every 20 (twenty) - (or part thereof) - personnel on site.
- 18.7. Separate toilets must be provided for both male and female working on the building site.
- 18.8. FEFA reserves the right to stop all work on any site if in their opinion insufficient or no toilets have been provided, until sufficient facilities have been provided.
- 18.9. Adequate shower and wash-up facilities must be provided on the site by the Principal Building Contractor. These must be screened off with shade cloth. The wastewater from these showers and wash-up areas must be piped to the portable holding tank on site, which must be serviced on a weekly basis by an approved and registered sanitation company.
- 18.10. Adequate changing area where staff and/or labourers can change clothing and store personal effects must be provided by the Principal Building Contractor. No clothing, bags, etc will be permitted to hang over the shade cloth fencing, trees, or in view of any visitors to the site, or from outside the site. No person is permitted to change outside the site or in view of any public from any road or adjacent site.
- 18.11. The Principal Building Contractor must carry out regular inspections on these facilities and ensure that any contamination and pollution is remedied immediately, and that these facilities do not pose an unhygienic and health hazard at any time.

18.12.A screened off toilet must be placed on site prior to any work commences, including the site establishment work prior to the site handover date.

19. FINAL CLEAN UP AND COMPLETION

- 19.1. At the conclusion of the construction work, preferably at Practical Completion, the Principal Building Contractor shall restore all pavements, verges, roadways, ditches, and drainage channels, to their original condition, including fine grading and seeding, assure positive drainage with no standing water, clean the entire site of all construction debris and refuse, and remove all temporary fencing, offices, storage, equipment, and materials. Where necessary, verges are to be levelled to their original condition, grass sods and any trees destroyed replaced. Any polluted soil due to oil or diesel spills to be excavated and disposed of off-site outside the Estate at an approved landfill site, the hole filled with approved topsoil, and the vegetation rehabilitated.
- 19.2. The Estate Manager or the Building Control Manager will, on completion of the work on site, as part of the approval of the as-built plans by FEFA, carry out an inspection of the works inclusive of the verges and services.
- 19.3. On completion of each project, the finishing standard and quality of the work will be assessed, and should the Building Contractor's work not be acceptable in respect of Fairview Estate standards and quality, then, in the interest of the Estate and the Homeowners, the Building Contractor will not be permitted to do any further work on the Estate.

20. INSURANCE

- 20.1. The Contractor shall take out at his/her own expense a public liability insurance of not less than R1,000,000.00 (one million rand) and Contractors All Risk insurance per construction site, for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies FEFA against payment of any such claims for damages.
- 20.2. A Certificate confirming this insurance is to be submitted to FEFA at least 3 (three) days prior to the anticipated site handover date.

21. EXTERIOR COATINGS

- 21.1. The Contractor acknowledges the requirements to comply fully and strictly with the FEFA Building Design Code and Town planning Controls in all respects as amended from time to time, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in FEFA insisting on the exterior coatings being re-applied at the Contractor's expense.

22. NEIGHBOURING PROPERTIES

- 22.1. No encroachment onto neighbouring sites and Estate property will be permitted during construction without the prior written permission of the registered owner of such site and FEFA. FEFA reserves the right to refuse permission if in their opinion it is not a necessity to encroach.
- 22.2. No work will be permitted beyond the demarcated wetland area boundaries, unless approved by Environmental Manager.

23. APPROVED PLAN & SITE HANDOVER

- 23.1. No work may commence on any site prior to the official site handover and written permission from FEFA.
- 23.2. Construction may only commence on production of building plans approved by FEFA and KwaDukuza Municipality. (The presentation of these plans must be at least 3 (three) working days prior to the site handover date).

24. DEVIATION FROM APPROVED PLANS

- 24.1. The Contractor shall not deviate from the approved building plans in any form without being in possession of an approved amended plan or written permission from the Building Control Manager to proceed with the deviation.
- 24.2. All proposed deviations must be submitted by the Architect to FEFA and the KwaDukuza Municipality for approval prior to any deviations commencing on site.
- 24.3. The Architect or the Principal Building Contractor must discuss all deviations and additional work on site with the Building Control Manager prior to such work commencing, and written approval must be obtained to commence with such work.

25. BREACH

- 25.1. In the event of the Contractor being in breach of any obligations under this agreement, the Design Guidelines, and the Town Planning Controls, FEFA shall be entitled to one or more of the following remedies:
 - 25.1.1. Give written notification to the Contractor to remedy the breach within 24 (twenty-four) hours.
 - 25.1.2. Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.
 - 25.1.3. Insist on rectification of the breach at the cost to the Contractor.

- 25.1.4. Issue a written warning.
- 25.1.5. Imposition of a fine as indicated in the Penalty Protocol, or as decided by the FEFA Rules.
- 25.1.6. Banning the Contractor from the Estate for a certain period of time.
- 25.1.7. Permanent banning from the Estate and removal from the Accredited Contractors List.

26. ENVIRONMENTAL MANAGEMENT PLAN (EMP)

- 26.1. All Contractors will strictly comply with the provisions of the Fairview Environmental Plan and the site-specific Environmental Management Plan (E.M.P), as amended from time-to-time. Copies of these are available from the FEFA Management office and the Architect/Principal Agent.
- 26.2. It is the Principal Building Contractor's responsibility to ensure that all site supervisors and Site Foremen have at least one hour's Environmental awareness training by FEFA Management.
- 26.3. Failure to comply with the requirements of the Fairview Estates Environmental Duty of Care document in any form will result in a severe penalty being imposed on the Contractor by FEFA and the KwaZulu Natal Department of Economic Development, Tourism, and Environmental Affairs.

27. HISTORICAL & ARCHAEOLOGICAL

- 27.1. Possible items of historical or archaeological value including old stone foundations, tools, clayware, jewellery, remains, fossils, etc. could be found on any site. When a Contractor during site establishment and earthwork comes across any of these, they must stop work immediately and notify FEFA Management to investigate, document, and photograph any such finds. Should it be a significant find, then the Research and Development Division of AMAFA will be contacted.

28. NOISE

- 28.1. Machinery and vehicles are to be kept in good working order throughout the duration of the project to minimize noise nuisance on the Estate.
- 28.2. Noisy activities must be restricted to the times specified.

29. DUST AND AIR POLLUTION

- 29.1. Vehicles traveling to and from any construction site must adhere to the speed limits so as to avoid producing excessive dust.
- 29.2. A speed limit of 40 km/h must be adhered to on all dirt roads.
- 29.3. Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions to avoid excessive dust.

- 29.4. Wherever dust is unavoidable on a site, additional screening will be required at the discretion of the Environmental Officer and FEFA Management.
- 29.5. Vehicles and machinery must be kept in good working order to meet manufacturer's specifications for safety, fuel consumption, and prevention of hydraulic system and fuel leaks.
- 29.6. Should excessive emissions be observed, the contractor must carry out remedial work to the machinery or vehicle immediately.
- 29.7. No fires are allowed on any site.
- 29.8. Stockpiles of soil may cause dust and so must be managed.

30. MAINTENANCE AND DAMAGE LEVY

- 30.1. All Building Contractors and Owner/Builders will pay a monthly Estate Access levy of R1 500.00. This levy is payable from the date of the site handover and will continue through to the date the Contractor removes his workers, equipment, and construction boards, and no longer have access to the site.
- 30.2. This levy will be used to maintain, repair, or replace damage caused to verges, roads, and services by any construction vehicles or Contractor.
- 30.3. If any damage caused by a Contractor, Supplier, Sub-Contractor, or staff member, and FEFA can identify the culprit, then FEFA will instruct the Building Contractor to repair or replace the specific damage within a reasonable time period at the Building Contractors' expense.
- 30.4. Should the Building Contractor fail to comply, FEFA will have the repairs or replacement done and directly debit that Contractor.
- 30.5. Failure to pay for such repairs may result in suspension of access to the Estate until such time as the matter is settled. Any contractual delay claims will be at the Contractors' expense.
- 30.6. The Principal Building Contractor is obliged to sign a Debit Order for this levy at time of the site handover.

31. NON-WAIVER

- 31.1. No indulgence, which any party may give to the other party in terms of this agreement, shall constitute a waiver by the former of any of its rights under this agreement.

32. VARIATION

- 32.1. No agreement varying, adding to, deleting from, or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

33. EARTHWORKS COMPLETION

- 33.1. The banks must be trimmed, shaped, and grassed (Macadamia mix) immediately on completion of the earth works (cutting of platforms and banks).



Fairview Estates Farmers Association RF NPC

Registration No. 2019/426014/08

AGREEMENT

BUILDING CONTRACTOR/SUB-CONTRACTOR

This document must be completed and signed (in black ink) in respect of all work carried out on all phases of the Fairview Estates, Ballito.

Portion No.: _____ Road Address: _____

Principal Agent: _____ Principal Contractor: _____

PARTIES

1. Fairview Estates Farmers Association – "FEFA"
Registration No. 2019/426014/08

2. _____
"The Contractor" (Trading name and full names of Principal Contractor)

Company Registration Number: _____

Workman's Compensation Number: _____

National Home Builders Registration Council Number and expiry date: _____
(Please Note: a copy of the **NHBRC Certificate** must be attached)

Company Contact numbers (Fax, landline, and cell): _____

Postal Address: _____

Contact person: _____

RECORDAL

The Contractor hereby acknowledges he/she has received a copy of this Contractor's Protocol in respect of all work carried out on all phases of the Fairview Estates and accepts the obligations in favour of the FEFA, as set out in this

agreement. He/she also acknowledges this Agreement stands in respect of all present and future work carried out on all phases of the Estate. FEFA reserves the right to amend this protocol from time-to-time. The Contractor will be advised of any such amendments.

The Contractor also hereby acknowledges that the FEFA has the right to add to or remove any Contractor from the list of Accredited Contractors

Signed: _____
Contractor **Witness**

Date: _____

Signed: _____
FEFA Management **Witness**

Date: _____

A COPY OF THIS DOCUMENT MUST BE GIVEN TO THE BUILDING CONTRACTOR AT EACH SITE HANDOVER

PAGES 25 & 26 TO BE RETAINED BY FEFA.