



SPRINGVALE
COUNTRY ESTATE

CONTRACTOR PROTOCOL OBLIGATION AGREEMENT

BETWEEN

SPRINGVALE COUNTRY ESTATE HOMEOWNERS ASSOCIATION

(SCEHOA)
AND

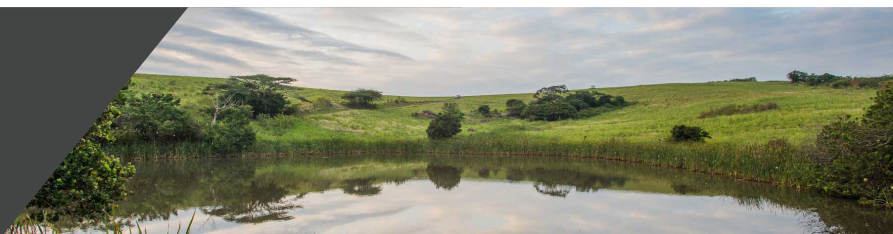
.....
REGISTERED COMPANY NAME OF CONTRACTOR /SUBCONTRACTOR

COMPANY REGISTRATION NUMBER
.....

IN RESPECT OF CONSTRUCTION WHICH SHALL TAKE PLACE ON

ERF SPRINGVALE COUNTRY ESTATE
FOR AND ON BEHALF OF THE OWNER

NAME OF OWNER
.....
.....





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This protocol shall be applicable to:

Any owner or Developer who intends to construct a new home or unit on Springvale Country Estate, or any owner who registers their intention to carry out alterations which fall within the definition of “Major construction works” for which KwaDukuza Municipality plan submissions are required, this shall include but not be limited to:

1. Construction of a new permanent structure;
2. Construction or demolition of part or all of an existing structure;
3. Construction or extensions to a retaining wall whether this be dry stack or otherwise;
4. Any changes to the roof of an existing structure whether this be an extension of Floor Area Ratio or Coverage and shall include the roofing of patios and construction of car ports;
5. Construction or alteration of driveways;
6. Construction of swimming pools;

It shall be incumbent upon the owner to register their intention to carry out construction operations with (SCEHOA) Management and to obtain a copy of the Protocol.

The Protocol shall be completed by the Owner / Developer or the Architect (Principal Agent) contracted by the Owner / Developer to oversee and manage the proposed construction.

The Protocol shall then be handed to (SCEHOA) Management at the time of making an appointment for a Preliminary Site Handover Meeting.

All payments due to the Association shall be met in full by the owner/developer registered as a member of the Association prior to any form of construction activity commencing.



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BUILDING CONTRACTORS & OWNER/DEVELOPERS ACCEPTANCE CHECKLIST

TO BE CHECKED BY BUILDING CONTROL OFFICER	SCEHOA	DATE
1. Copies of current registration with either Master Builders Association and/or National Home Builders Registration Council.		
2. In the case of an Owner/Builder, be registered with the National Home Builders Registration Council.		
3. Copies of current registration with Workman's Compensation commissioner		
4. Copies of the registration of the Company.		
5. Copies of insurance details and cover to confirm that the Company has a minimum of R1,000,000:00 Public Liability Insurance cover		
6. A certified copy of "Annexure - 1" or "Annexure - 2" as issued by the Department of Labour as proof the construction project has been registered as is legislated in terms of the "Construction regulations."		



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NOTE:

Where a Contractor does not carry out any work for a period of three months, the registration of the Contractor with (SCEHOA) shall be classified as dormant and will be removed from the accredited list and the right of access onto the Estate shall be revoked.

The Property Owner / Developer shall pay a Verge damage deposit [in accordance with the (SCEHOA) Schedule of Tariffs]. No construction may commence until proof of payment is provided to the Management of the (SCEHOA)

Deposit shall be paid directly to the appointed Managing Agent or into Account of (SCEHOA) as the case may be at the time of payment.

Full compliance with the National Building Act and Regulations as well as the Occupational Health and Safety Act shall be required for the full duration of the construction period.

All levies and or penalties not paid within 30 days of receipt thereof and or where a Notice of Non - Compliance” has been issued and not complied with, within seven [7] days, to the satisfaction of (SCEHOA), the Association shall impose a “Stop Build Notice”, whereupon the right of access to the Estate shall be revoked until proof of payment is supplied.

The Member / Developer of individual sites within the Estate shall fully adhere to the requirements of the Memorandum of Incorporation, Environmental Controls, and the Environmental Management. An Environmental Control Officer must be appointed to manage compliance auditing and reporting through the entire construction period inclusive of site Establishment Phase, Site Disestablishment Phase and Rehabilitation phases.



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CONTRACTORS SITE BOARD

A Contractors Information Site Board shall be installed on the building site with all necessary information, contact numbers and details displayed. The following information is to be displayed on the Site Information Board. Refer to example of Site Information Board. No construction may commence until this board is installed on the Building site within the site curtilage.

The signage board shall be manufactured and erected to the following standard:

- 1225 x 2450 Full colour print applied to Chromadek sheet attached to 25mm Aluminium frame.
- 2 x 4M - 100 – 125 treated timber poles set one Metre deep in concrete.
- Signage Fixed to treated timber Poles with coach bolts.

EXAMPLE OF SITE BOARD

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**PROPOSED NEW DWELLING
ON ERF XXX SPRINGVALE COUNTRY ESTATE
FOR MR & MRS XXXXXX**

ARCHITECT XXXXXXXXXX	XXX XXX XXXX
BUILDING CONTRACTOR XXXXXXXXXX	XXX XXX XXXX
PRINCIPAL AGENT XXXXXXXXXX	XXX XXX XXXX
STRUCTURAL ENGINEER XXXXXXXXXX	XXX XXX XXXX
QUANTITY SURVEYOR XXXXXXXXXX	XXX XXX XXXX
LANDSCAPER XXXXXXXXXX	XXX XXX XXXX
EMERGENCY CONTACT : XXXXXXXXXXXXXXXX XXX XXX XXXX	

DANGER

**DEEP EXCAVATION
WORKERS OVERHEAD**

BEWARE OF CRANES POWER TOOLS IN USE CONSTRUCTION VEHICLES SAFETY RESPIRATION EYE PROTECTION EAR PROTECTION SAFETY GLOVES SAFETY HARNESS SAFETY FOOTWEAR SAFETY HELMETS NO ALCOHOL OR DRUGS

NO UNAUTHORISED PERSONNEL **SAFETY INDUCTION MUST BE OBTAINED PRIOR TO ENTERING SITE** **BOBCAT & HEAVY MACHINERY OPERATING**

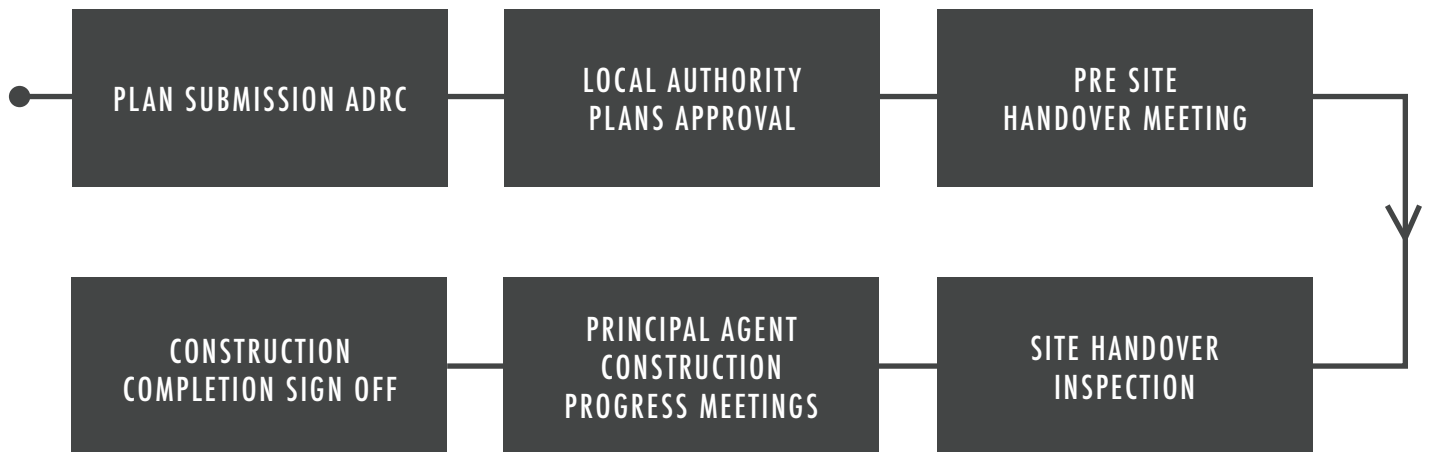
ALL VISITORS TO REPORT TO SITE OFFICE



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THE STEPS TO COMPLETION



The above chart indicates the procedures which shall be complied with for all building sites on Springvale Country Estate .

Where any construction site is found to be in non - compliance a Notice will be issued on the first occasion which shall be immediately implemented.

Should compliance not be achieved a financial penalty shall be immediately implemented, such penalty shall be made against the owner's levy account and it shall be incumbent upon the owner to retrieve such penalty from his / her contractor / sub - contractor if so required.

Penalties shall at the discretion of (SCEHOA) be increased by 25% for each subsequent non - compliance of the same kind.

Where repeated non - compliance occurs or where a serious non- compliance occurs the Association reserves the right to issue a Stop Build Notice and revoke access to the Estate.



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The National Building Act and Regulations shall require to be strictly adhered to. Whilst it is not the Association intention to take over the powers of the Municipal authorities, it reserves the right to implement financial penalties and to report non-compliance of the Act to the authorities.

KEY PERSONELL

PARTICULARS OF PRINCIPAL AGENT / ARCHITECT

Name of Company: _____

Contact Person: _____

Contact number : _____

Email address: _____

PARTICULARS OF SURVEYOR

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

PARTICULARS OF ENGINEER – CIVIL

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

PARTICULARS OF ENGINEER – ELECTRICAL

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

PARTICULARS OF PRINCIPAL CONTRACTOR

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____



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KEY PERSONELL

PARTICULARS OF HEALTH AND SAFETY OFFICER

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

PARTICULARS OF ENVIRONMENTAL OFFICER

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

EMERGENCY CONTACT NUMBER (24 HOURS)

Name of Firm: _____

Contact Person: _____

Contact number : _____

Email address: _____

TIME LINES FOR PROJECT

Start Date: _____

Expected Completion Date : _____



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1. INTRODUCTION

- 1.1. All Contractors shall acquaint themselves thoroughly with this document and any revised edition and are to sign acceptance of the same prior to the commencement of ANY contractual work on the Estate.
- 1.2. Site preparation prior to the commencement of construction has the greatest impact on the environment. Full adherence to the protocols in this regard is an absolute prerequisite to continued construction.
- 1.3. A Building Contractor shall be required to sign an Obligations agreement for each site he/she is employed upon.
- 1.4. In the case of developments; Proof shall be provided that the relevant clauses of this Protocol have been adhered to prior to commencement with construction

2. PROCEDURE

The property being transferred into the new owner's name and having been registered at the deeds office and proof thereof being provided to the (SCEHOA) Managing Agent and or Administration. Plans having been fully approved by the Springvale Country Estate Architectural Design Review Committee (SCEADRC) and the KwaDukuza Municipality. In the case of "Early Building" applications the Developer/Contractor/Principal Agent shall provide Written Approval from the KwaDukuza Municipality stating the scope of construction work covered by the approval for "Early Building" commencement and shall call upon the Municipality to conduct progressive inspections as directed in the approval conditions.

Proof of written authority to commence construction from the KwaDukuza Municipal Authorities' building control department is handed to (SCEHOA) management.

Proof of having registered the Project with the NHBRC

Providing to the (SCEHOA) management a certified copy of "Annexure – 1" or "Annexure - 2" as issued by the Department of Labour showing proof that the construction project has been registered as is legislated in terms of the "Construction regulations."

That all levy accounts and other fees payable to (SCEHOA) in the Owners or Developers name have been settled in full. Please note that this shall include any or ALL payments owing to the Association regardless of whether they are in respect of the site being developed or other development sites registered under the same legal entity.



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3. ARCHITECTURAL DESIGN REVIEW COMMITTEE MEETING

3.1 The Members appointed Principal Agent (Architect), shall contact (SCEHOA) for an appointment to set up a meeting with the (SCEADRC). Applicants are to ensure they have thoroughly interrogated the Springvale Country Estate Development Manual which provides a high level of detail and specific requirements.

3.2 Once the Architectural Design Review Committee meeting has taken place and any issues resulting there from have been complied with to the satisfaction of (SCEADRC) the Principal Agent /Architect shall submit the plans to the KwaDukuza Municipality for legislated scrutiny and approval and upon receipt thereof, make written application for a Site Meeting to be convened.

3.3 Should any external changes be required by the local authority during its approval process, with resultant changes to the aesthetics of design deviating from the plans originally submitted to(SCEADRC) the (SCEADRC) shall be informed immediately of such changes and new updated drawings must be submitted and show these changes.

3.4 The (SCEHOA) reserves the right to refuse a site hand over if the (SCEHOA) approved plans and Local Authority approved plans differ.

4. PRESITE HANDOVER MEETING

4.1. The Principal Agent / Owner or Developer shall make written application to terms of the “Construction regulations.” (SCEHOA) Management for a Site Pre - Handover Meeting to be convened.

4.2. The following shall be tabled at the meeting;

- 4.2.1 A copy of the plans approved by the KwaDukuza Municipality together with a letter confirming that construction may commence.

4.2.2 A plan clearly showing;

- The footprint of the unit and driveway;
- The proposed access to the site if a route other than the driveway is to be used;
- The position of all services within the planting/services servitude on the site or adjacent to the property;
- The proposed position of the site office, ablution/changeroom facility, Latrines, waste storage, refuse area, materials storage area and the like;
- The position of any indigenous trees or other flora which are required to be protected; Proposed areas in which materials will be stored and vehicles of contractors will be parked – within the curtilage of the site. (No parking permitted in roadway or on verge.)

4.2.3 An environmental scoping of the site taking cognizance of impacts on adjoining sensitive areas’

4.2.4 A “Wetland” and or “Forest Canopy Delineation” if the property is adjacent to a demarcated wetland or forest area;



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4.2.5 It is strongly recommended that a Geo technical investigation be carried out – this is however at the sole discretion of the owner / developer and his/her engineer.

4.2.6 An anticipated program of work highlighting construction milestones and the proposed commencement and completion dates for construction.

4.2.7 A Storm water management plan showing “construction phase interventions” as may be required, and post construction implementation.

4.2.8 A list providing full details of sub-contractors, specialist service providers and suppliers of materials requiring access to the Estate from time to time during the construction period.

4.2.9 All Contractors and sub-contractors Employees requiring access to the Estate irrespective of duration thereof shall make arrangements for Employee Security Access Registration and ID Cards to be obtained prior to the SITE HANDOVER Meeting.

This procedure is outlined on the Estate Security Access Registration Form.

5. The following is to be addressed by the owner or Principal Agent for inspection at the Site Handover Meeting

5.1 The boundary pegs of the site to have been identified and clearly marked by a registered Land Surveyor.

5.2 The portion of the footprint required for the structure and the driveway should be cleared NO other clearing shall be permitted at this time.

5.3 Establish access routes to be used to reach the site.

5.4 Actual access to be used to enter the site if this is not the same as what is shown on the approved building plan.

5.5 The proposed sewer connection spigot must be exposed and flagged

5.6 The existing electrical cable connection point for the site must be identified and flagged.

5.7 The storm water connection (where available) must be located, and the connection point exposed and flagged.

5.8 The Architect (Principal Agent) shall be responsible to ensure that all services and service connections are annotated correctly on the plans and are pointed out.

5.9 The architect (Principal Agent) shall photograph the site and surrounds in digital format and shall submit electronic copies of these photographs to (SCEHOA). The photographs shall include:

General site:

- Trees to be saved showing proof that they have been identified by means of chevron tape lightly wrapped around tree trunk at eye level
- Roadways and street furniture adjacent to the site, including lamp posts, bollards, manholes, Electricity Distribution Kiosks, IT Communication Junction Boxes etc.
- All site boundaries including pavements and roadway kerbing, indicating their state of repair;
- All verge planting immediately in front of and adjacent to the site.



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6. EARTHWORKS AND STABILIZATION

6.1 Earthworks may only commence once all issues raised at the Site Meeting have been fully resolved and the “Site Handover Certificate” has been issued.

6.2 The Principal Agent shall supervise and monitor all earthworks, cut and fill operations to ensure that the topsoil screed (top 100 mm - 200 mm) is removed and stored on site during any levelling, or cut and fill operations. The reserved topsoil should be returning to any banks slopes or garden areas which benefit from this addition.

6.3 Arrange for the removal of any excess sub-soil materials not required on the site (this should also include any excavation required for a swimming pool)

6.4 The cost for removal of excess soil should fall within the Building Contract.

6.5 No excess soil material may be dumped within the Estate except by prior special arrangement with the Estate Developer or nominee.

6.6 Arrangement shall be made for bank re-planting and stabilization to take place as soon as possible during the construction phase.

6.7 Where there are open terraces, exposed slopes and banks the storm water run-off, evacuation, and control must be given priority with sub-soil drains, gullies, collection points and “berms” implemented to prevent soil erosion, and any negative impacts on adjacent property.

6.8 The Principal Agent must advise the appointed professional team without delay of any erosion re-occurrence with breaching of banks and slopes, or storm water problems affecting the property that are not under control.

6.9 Retaining wall systems should be put in place immediately and in accordance with the approved Engineered design to prevent collapse or subsidence of the sub-soil deposits

6.10 The engineered banks and retaining wall systems require certification by the Appointed Engineer prior to completion of the building contract in order to obtain the final Building Completion Clearance Certificate from the Inspectorate of the Local Authority.

7. BUILDING SITE PERIMETER FENCE

7.1 Prior to the commencement with any form of site clearing/grubbing and earthworks the site shall be adequately fenced, screened, gated and secured to minimize the risk of crime and be held safe from access by children, animals and any unauthorized visitors as well as provide privacy from exposure to construction activities for adjacent properties. – The construction fence is not to encroach within the 2 metre security servitude as demarcated on the Buildingplan.



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7.2 Once the extent of the area to be fenced has been established and verified by (SCEHOA) Management, the fencing standard shall be:

7.2.1 “Bonnox type” or similar galvanized 1.5mm welded mesh fencing having dimension no greater than “80mm x 120 mm x 1.8-meter high” which shall be attached to and supported by a minimum of four (4) evenly spaced runs of strained galvanized fencing wire (3mm Diameter) attached to the supporting treated wood poles by means of Galvanized staples. The galvanized mesh shall be secured to the 4 x straining wires by means of a minimum of three “1,5 diameter” galvanized tie wires evenly spaced within each fence panel.

7.2.2 The wooden poles capable of supporting such fence which shall be no less than 1.8 meters above ground level and are to be spaced at maximum distance of 2.4 meters apart. Creosote treated wood poles shall not be permitted.

7.2.3 The entire exterior of the fence shall be screened with Dark Green minimum 80% factor shade cloth of a minimum of 1.8 meters in height, which shall be pulled taut and secured to the fence straining wire and fence poles to prevent billowing in heavy wind. The method of attaching the Shade cloth to the straining wires shall be by means of appropriate nylon cable ties and where it becomes necessary to secure the Shade Cloth to the wooden poles “65 mm barge board” nails complete with galvanized and plastic washer shall be used to prevent tearing of shade cloth at tension points and any intermediate points as may be necessary.

7.2.4 A 4,0 meter wide gated entrance comprising of 2 x galvanized robust gates (1750mm x 2000mm) at a position agreed to at the site handover. The gate shall have no gaps beneath the bottom rail or side rails through which children could gain access and shall be screened with shade net in accordance with the fence. The Welded galvanized mesh on the gates shall be “50mm x 100mm x 2mm gauge wire”

7.3 The entire structure shall be properly supported and all fence posts shall be firmly installed in such a manner as not to sag, lean, topple over or come adrift. All fence gate, corner or change of angle posts shall be firmly braced so as not to collapse or sag.

7.4 The fence shall be properly maintained throughout the construction period and may not be taken down without the express permission of (SCEHOA) Management once Sign Off Site Inspection has been conducted.

7.5 The entrance gates are to remain closed at all times save for movement onto and off the site of construction / contractors vehicles and plant, delivery of small plant, materials etcetera. After hours all gates are to be securely padlocked closed by means of a chain and robust padlock.

7.6 In the case of Developments which are constructed in Sections/phases the fence may with the permission of (SCEHOA) Management be moved to accommodate completed units.

7.7 The fence in all completeness shall be installed subsequent to the “Site Handover Meeting” and shall be in place securing/screening the site prior to any form of site establishment activity taking place.

7.8 Regular inspections must be carried out by the Principal Agent / Owner / Developer during the building operations to ensure containment within the screened areas and to monitor damage or contamination to neighboring erven. In instances of this nature, it is to be reported immediately to (SCEHOA) Management.

7.9 A Site Foreman shall be appointed and (SCEHOA) advised.

7.10 No person shall enter the site without obtaining permission from the Site - foreman.



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7.11 All visitors to the site must sign in at the Site Office and shall enter all information in the visitor's book at the site. The book shall be maintained on the site and specify the following:

7.11.1 Date

7.11.2 Time

7.11.3 Name

7.11.4 Contractor details

7.11.5 Reason for visit

7.12 (SCEHOA) reserves the right of access to, for inspection purposes, of such site visitors' books to ensure adherence with the protocol.

8. SITE CAMP & SETTING UP THE BUILDING SITE

8.1 Site Establishment may commence upon receipt of the "Site Handover Certificate" and only after the Site Construction screen fence has been inspected and approved by the HOA management. The HOA management reserves the right of access to the site for compliance inspection purposes within a period of fourteen (14) Days of the "Site Handover Certificate" having been issued.

8.2 The construction site/camp will comprise of:

- Site Office
- Ablution facilities;
- Designated first aid area;
- Eating area;
- Staff toilets
- Fuel storage area (if applicable)
- Material storage area;
- Refuse area

8.3 The position of the site office, toilets, ablutions, refuse area and materials storage area must be in accordance with the Site Plan submitted at the "Pre – Site Handover Meeting"

8.4 The site office can either be a converted steel container, or timber hut, and must be painted with (MIDALUX 240 - 5B Turf OLIVE x 2 Shade Darkened as supplied by Midas Earthcote Ballito, or an equivalent product having a matching Colour tone.

8.5 Adequate fire extinguishing equipment of the appropriate Class must be present at the development site and storage facilities at all times – Valid test certificates for such equipment shall be available for inspection.

8.6 The site camp must be maintained on daily basis and not have a negative visual impact.

8.7 Prepaid water and electricity meters must be purchased from the Association and must be installed prior to commencing any construction on site. The meters must be housed and installed in such a way to prevent damage. The owner takes full responsibility for the meters once issued by the Association.

The meters are managed by Netvender and tokens must be purchased from one of their recommended service providers. Information for Netvender can be obtained from the office of the Estate Manager.

The Owner shall be responsible for any maintenance or repairs which require to be effected to the site water reticulation beyond the water meter.



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9. LITTER REFUSE AND BUILDING RUBBLE CONTROLS

The Principal Agent shall ensure strict control over all litter, refuse and builders rubble on site by implementing the following methods:

9.1 The placement of adequate litter bins / skips within a demarcated and screened refuse area. All litter bins shall have lids, skips and demarcated litter areas shall be covered to prevent the contents from being windblown and or scavenged by local wildlife or vermin.

9.2 The site shall be cleared of all litter and building waste at the end of each day and this shall be placed in the facility provided.

9.3 All litter, refuse and builders rubble shall be removed from site on a weekly basis on a Friday and conveyed to a registered dump site. – Receipts providing proof of payment to the registered landfill site or transfer station shall be filed on site for environmental audit purposes.

9.4 Any litter or rubble from the site or any spillages which occur outside the curtilage of the site shall be cleaned immediately.

9.5 (SCEHOA) Management may require the Building Contractor to immediately stop all construction work to clear the site at any time and within a specified time, if in their opinion; the site is untidy and or aesthetically unacceptable. Any claim of contractual delays will be at the contractor's expense.

9.6 All flammable, toxic or contaminated refuse shall be stored in separate safe containment bins and be disposed of within 24 hours of being placed. This shall include empty CEMENT PACKETS and the like. The Principal Agent shall ensure that the site contractor maintains a file in which all receipts of proof that the toxic waste removed from site has been disposed of at an accredited waste disposal site.

9.7 Under no circumstances whatsoever shall any burning off of waste and the like be permitted on site. No open fires are permitted for whatsoever purpose.

9.8 The Principal Agent / Contractor shall ensure the Roadway section/s fronting the development site boundaries are swept clean of any materials spillages or site sand deposited by delivery vehicles wheels or undercarriage immediately after any such occurrence and in any case shall ensure the roadway and driveway entrance/s to the site are neat and tidy at the end of each day of work.

9.9 All spillages of any nature between Estate Entrance and Construction site shall be attended to by the Site Foreman immediately any such spillage is reported by the Vehicle Escort Guide directing the specialized or delivery vehicle to and from the site or on being notified by Estate management.

9.10 It is the responsibility of the Vehicle Escort Guide to ensure all Ready - Mix concrete trucks entering or leaving the estate have the concrete discharge chute sheathed in a robust cover to ensure no concrete or cement slurry drippings are deposited on the Estate roadways. Any such vehicle being non - compliant shall be refused access to the Estate by the Security Officer at the access/exit control point.



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10. TOILETS AND ABLUTION FACILITIES

10.1 The Principal Agent shall ensure the provision of adequate temporary portable chemical toilet facilities prior to any work commencing, including the site establishment work prior to the site handover.

10.2 Toilets shall be serviced weekly by a registered service provider and documented proof confirming date on which toilets were serviced shall be available for inspection at site office.

10.3 No construction toilet facilities shall be linked to the sewer reticulation system.

10.4 The toilets may not be placed within a distance of 50 meters from any dam, wetland boundary, water course, soak away, river, stream or other water source.

10.5 Toilets are to be provided at a rate of not less than one toilet for every 20 (or part thereof) personnel employed on site.

10.6 One development site toilet shall be provided for each section of the development in which work is being carried out.

10.7 Separate toilets shall be provided for male and female workers on the building site.

10.8 The toilets must be adequately screened off with dark green 80% factor shade cloth as described in the relevant clauses of Section 7.

10.9 Adequate shower and wash up facilities must be provided on site. These shall be screened in accordance with the relevant clauses of Section 7. The waste water from these facilities must be piped to a portable holding tank on site, which must be serviced on a weekly basis by a registered sanitation company. Records of such service shall be maintained at site office

10.10 Adequate changing area where employees can change clothing and store personal effects must be provided. No clothing bags etc. will be permitted to hang over fencing or trees. No person is permitted to change outside of the area provided or in public-view from any road or adjacent site.

10.11 (SCEHOA) reserves the right to stop ALL work on any site if in their opinion insufficient or no toilets, ablutions or change areas have been provided or where toilets or ablutions are in an unhygienic state or where they have NOT been adequately serviced. Such Stop Build order will remain in force until the non - Compliance has been fully complied with to the satisfaction of (SCEHOA).

11. CONSTRUCTION PERIOD

11.1 Construction of any residential or other structure, or alterations thereto must commence within 7 working days from the date on which the "Site Handover Certificate" is issued and shall be fully completed within a period of 18 months thereafter.

11.2 Development sites must lodge a building program with (SCEHOA)

11.3 Should the Building Contractor find that for reason beyond his control, the building period will exceed the proposed construction period, he must via the Principal Agent submit a written motivation to (SCEHOA) for consideration of an extension to the building limit, such submission shall require to be lodged one calendar month prior to the expiry of the limit.



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11.4 Should such extension be granted (SCEHOA) shall confirm this in writing.

11.5 Where an extension is NOT applied for within the time indicated in 11.2. above or is rejected, a financial penalty of 2 [Two] times the monthly levy for each uncompleted unit shall be applied until completion by (SCEHOA) has been granted.

12. VEGETATION

12.1 No trees of any description are to be removed, cut back, pruned or damaged. Should tree removal be required this shall only be with the consent of SCEHOA Management consistent with the Environmental Scoping Report/Management Plan and acting on the advice of the Environmental Officer and Landscape Architect.

12.2 The Principal Agent is to ensure that all Contractors take all the necessary precautions to prevent damage to any trees.

12.3 The Principal Agent shall ensure that the site remains clear of any rank or listed invasive weeds and vegetation. SCEHOA reserves the right to appoint a contractor of its choice, at the expense of the owner or developer to remove rank or invasive weeds / vegetation without having to serve written notice.

13. STORMWATER & EROSION CONTROLS

13.1 The Principal Agent is to ensure that all Contractors take all the necessary steps to fully adhere to the precautions stipulated in the Storm water management plan prepared for pre-construction, construction and post construction implementation to prevent erosion damage to the construction site, adjacent sites and any sensitive surrounding areas.

13.3 The Contractor upon having cleared the site and commenced with "Earth Works" Involving cut and fill operations for the establishment of Construction Platforms, shall ensure all loose earthen embankments are stabilised Grassed over and properly retained to prevent wash away in accordance with a "Construction Phase Storm water Management Plan" approved by the Estate nominated Professional Civil Engineer who shall at the cost to the Member / Contractor conduct an inspection on site to approve the Construction Phase storm water Management system and interventions in place.

13.2 Should the Association discover any noncompliance herewith then the (SCEHOA) reserves the right to issue a STOP WORK Notice prohibiting any further construction activity until satisfactory measures for stormwater and erosion control have been put in place to the satisfaction of Management. The party in contravention shall also be held liable for any rehabilitation work/ measures to be undertaken in repairs to erosion damaged areas.



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14. HOURS OF CONSTRUCTION ACTIVITY

14.1. Unless specifically approved by (SCEHOA) construction activity shall only take place between 07h00 and 17h00 on a weekday.

14.2. Between 17h00 and 18h00 on a weekday, site cleaning shall be permitted, with the proviso that NO construction work is carried out.

14.3 No work other than Emergency Work, as determined and approved by (SCEHOA) Management shall be permitted after outside the times stipulated in rule 14.1 and rule 14.2 or on a Sunday or Public Holiday.

14.4 Construction activity on Saturdays shall only take place between 07H30 and 14h00. (This concession may be withdrawn at the discretion of the SCEHOA as and when density of occupied dwellings increases.)

15. DELIVERIES TO CONSTRUCTION SITES

15.1. At the start of each working day it shall be incumbent upon the Site Foreman to ensure that Security are handed a schedule of Bulk Deliveries.

15.2 Bulk deliveries to construction sites shall be restricted to between 07h00 and 16h00 on a weekday with the proviso that ALL delivery vehicles are off site before 17h00.

15.3. The Principal Agent / contractor shall ensure that any delivery received after 15h30 will be fully off loaded before 17h00.

15.4. No deliveries will be permitted on Saturday, Sunday or a public holiday.

15.5. No bulk deliveries will be permitted access if the Delivery Schedule has not been completed and handed to Security prior to the arrival of such delivery.

15.6. No delivery shall be permitted access unless the Site Foreman or other responsible person is on site to accept such delivery and escort the delivery vehicle to and from the correct site.

15.7 In the event extraordinary specialized heavy plant and equipment is required to gain access to a site, the principal Agent and Contractor shall 14 days prior to such event contemplated meet with the Estate Management and present proposals for consideration in respect to;

Pre reconnoitred road network route to be travelled by the transporter providing proof that the wheel base will safely negotiate turning circles and corners without climbing or damaging the established kerbing, stormwater inlets and the like

Provide detailed dimensions in respect of the overall height of the load to be conveyed measured from roadway surface to the uppermost point of the load to be conveyed as well as the overall width of the transporter and the load to be conveyed

Provide a road network map of the proposed route onto which the position and height of any trees alongside of which or beneath the canopy of which the transported load will pass and indicating dimensions showing proof that no damage will be done to any trees encountered along the route proposed Provide details of the total weight in tons the rolling load will impress on the roadway to be traversed



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15.7. All delivery vehicles in excess of 4 tons shall be escorted by a vehicle preceding the delivery vehicle from the gates to site and from site back to the gates, the speed limit of 25 kilometers per hour shall be strictly adhered to.

15.8. All delivery vehicles in excess of 4 tons when required to drive upon the Farm Style Strip Roads within the Estate shall be GUIDED by a competent CONDUCTOR who shall precede the vehicle on foot ensuring that the wheels of the vehicle remain aligned with the concreted strips comprising the roadway. This to ensure the vehicle wheels do not slip off the Concrete strip causing any damages to the strip shoulder, and ground cover planting between and on either side of the concreted strips. Any damages to the internal road curbing and Strip road networks caused by either the contactors vehicles or delivery vehicles shall be repaired at the expense of the Property owner of the site to or from which the vehicle was travelling. The Maximum Speed Permissible at which a vehicle may travel on the Farm Style concrete strip road networks is 10kph.

15.9. Where a Site Foreman is not able to arrange an escort for a delivery vehicle, the Estate Security Vehicle shall escort the delivery vehicle and the Owner/Developer will be charged a fee of R2000.00 per vehicle so escorted.

15.10 Where a delivery vehicle in excess of 4 tons is found to be unescorted a non - compliance penalty shall be imposed against the owner or developer.

15.11 It shall remain the responsibility of the Principal Agent and the site foremen controlling any construction site to ensure that the tree canopy clearances along all routes within the Estate to be traversed by Construction or delivery vehicles is sufficient such as to permit the passage of the aforementioned vehicles without any damage being sustained to the tree canopy or tree trunk.

15.12 In the event of any tree becoming damaged by construction or delivery vehicles non - compliant with the above, then at the discretion of the SCEHOA the Developer and or Contractor shall be held liable to replace the damaged tree with a tree of same species and of same size at the express cost to the Developer/ Member and or contractor.

16. PERMANENT AND SUB-CONTRACTORS CONTRACTORS STAFF

16.1. All Contractors, and sub- contractors, suppliers, service providers and workers are to comply with all Security Regulations, Protocols and Rules as amended from time to time. It shall be the Building Contractor's sole responsibility to ensure that all staff and Sub-Contractors are aware of the rules and that they are strictly adhered to.

16.2 Registration of all employees must be done ten (10) days prior to commencement of work and must be done after booking an appointment with the registration office. All registrations will be at a fee prescribed by SCEHOA.

16.2. Any Contractor and Sub-Contractors whose Employees will be established on site for a period greater than seven (7) days shall make arrangements for Employee Security Access Registration prior to the commencement of site establishment / work onsite.



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Any employee not registered with (SCEHOA) shall NOT be permitted to enter or work upon the Estate. The following documents shall be submitted and requirements complied with at time of registration.

16.2.1 A certified copy of the first page of the identity document of each employee

16.2.3 The (SCEHOA) "Application for Security Access Registration" form shall be submitted to Management.

16.2.4. The Contractors/Sub-contractors Employees shall be registered to gain access via a fingerprint or facial recognition "Biometric Reader System".

16.3 No employees shall be allowed to congregate around any of the Estate's gates waiting to be transported to and from the Estate. It shall be incumbent upon the Contractor to arrange for a pickup point away from the Estate gates or access roads to the gateway entrances.

16.4 The employment of casual labour at the entrance gates is strictly forbidden.

16.5. Employees shall be transported from the Estate Security Entrance point by the contractor to and from site, any employee found walking outside the screened area of the construction site will immediately be removed from site and future access will be revoked and a non-compliance penalty shall be imposed against the contractor/developer/owner member.

16.7. The transporting of staff whilst on the Estate is to be properly monitored, if open light delivery vehicles are used, they may not be overloaded and all staff conveyed in the vehicle shall require to remain seated. It is the responsibility of the contractor to ensure transporting of staff in the load bin of Light Delivery motor vehicles is fully compliant to the prevailing Road Traffic Act legislation in this regard. Transgressors of this legislation shall be reported to the Local Road Traffic inspectorate and the Association reserves the right to request the Local Road Traffic Inspectorate to conduct Random checks at the entry / exit points of the Estate from time to time.

17. TEMPORARY CONTRACTORS

17.1. This shall refer to Contractors who work ad hoc on the Estate e.g. kitchen cupboard fitters, Interior Designers/decorators, TV Technicians, Maintenance repair Technicians in the various trades, etcetera.

17.2 A Resident requiring ad hoc work to be carried out shall advise the Estate office or Security in writing of the details of the Contractor they intend using and the duration they will be required for.

17.3 The contractor must report to security and register, this will only be done if a letter from the resident has been received or other form of electronic communication requesting a visitor access code has been followed.

17.4 All ad-hoc temporary contractors and staff shall register at security and produce the original identification document which shall be handed to security. The original Identity document shall be signed for by Security and held in safekeeping by security until recovered by the owner thereof at time of exiting the Estate daily. This procedure shall be adhered to on a daily basis for the full term of any short duration contract. No contractor staff shall be permitted to leave the site on which they have been contracted to render a service for any purpose other than to exit the estate and shall be conveyed to and from the security control by means of the contractor's vehicle or by other arrangements made by the Homeowner.



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18. CONSTRUCTION LEVIES

The Home Owner / Developer shall pay a verge/kerb damage deposit in accordance with the (SCEHOA) Schedule of Tariffs. No construction may commence until proof of payment of this deposit having been paid in full has been provided. Upon the issue of the completion certificate 50% of the Verge/kerb damage deposit shall be refunded to the Developer/Homeowner free of any interest payable by the (SCEHOA) The remaining balance shall be retained by the (SCEHOA) for purpose of road rehabilitation as and when necessary.

18.1. Deposits in respect of new units shall be R10,000.00.

18.2. Any financial penalty, any damage to Common areas or neighboring properties shall be off set against such deposit.

18.3. Should any off set total 50% of the original deposit during the construction phase, the deposit shall be topped up to the original amount. Any failure in compliance hereto shall invoke a “Cease Work” penalty to be enforced until compliance is achieved.

18.4. Application for the refund of the deposit may be made only after the Completion Certificate has been issued.

18.5. Upon the issue of the completion certificate 50% of the Verge damage deposit shall be refunded to the Developer/Homeowner.

18.6. All deposit refunds made shall be free of any interest payable by the (SCEHOA).

18.7. The Deposit shall be paid directly to the appointed Managing Agent or into the Account of (SCEHOA) as the case may be at the time of payment.

18.8. Where any development site falls into arrears with the payments of any levy, service charge or penalty imposed, the Association reserves it rights to issue a “Stop Build” notice and shall withdraw Estate access by any Contractor or Sub Contractor until proof of full payment has been received from the Managing Agents.

19. PRACTICAL COMPLETION

19.1. At the conclusion of construction work on a single development or a section of a multiple development the Principal Agent shall make written application for a “Practical Completion Meeting”.

19.2. The following criteria but not limited to, shall be complied with for “PracticalCompletion” to be issued by the Association.

- Property signage;
- Stormwater reticulation inclusive of system flushing certificate;
- Water reticulation (inclusive of a bulk meter in multiple unit developments);
- Water meters on individual units;
- Sewer reticulation inclusive of Flushing system certificate;
- Verge rehabilitation;
- Site landscaping as per the Landscape rehabilitation plan.
- Proof that electricity meters have been registered with the Home Owners Association;



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- Proof that electricity Demand Based Contributions have been Paid to the Municipality;
 - A copy of the Electricity Certificate/s of Compliance stamped by the Electricity Supply Authority;
 - Certificate issued by Electrical Engineer confirming 50% off grid Energy compliance has been achieved;
 - Area lighting complies with design protocols;
 - Site clearance of rubble and refuse;
 - Slope stability and retaining system certificates issued by the Engineer.
- Certificate of approval signed by the Estate Civil Engineer confirming driveway link between curb line and property entrance is constructed to specification and storm water runoff onto public road (Where approval at design stage has been granted) is attenuated sufficiently.

PLEASE NOTE

That the issue of a Practical Completion certificate should not be seen as an Occupation Certificate issued by the (SCEHOA). It is an offence in terms of the National Building Act and Regulations to “occupy” or “permit occupation” of a premises where a Municipal Occupation certificate has NOT been issued. (SCEHOA) shall in addition to charging the normal levy, enforce an additional levy against the Developer where a development unit is occupied without an Occupation Certificate issued by the Municipal Authority, for each month until proof of a certificate having been issued by the KwaDukuza Municipality is handed to (SCEHOA). The (SCEHOA) shall not be seen to be permitting occupation in contravention of the law.

