



Zini
RIVER ESTATE
M T U N Z I N I

BUILDING CONTRACTOR PROTOCOL

Updated March 2017

FOR ALL PHASES OF Zini River Estate



Zini River Estate Homeowners Association
Registration No. 2006/026896/08
P.O. Box 176, Mtunzini, 3867
Tel: (035) 3402751 Fax: (035) 3402750

AGREEMENT : CONTRACTOR’S OBLIGATION AGREEMENT

This document must be completed and signed (in black ink) in respect of all work carried out on all phases of the Zini River Estate.

1.0 **PARTIES**

1.1 **Zini River Estate Homeowners Association – “ZREHOA”**
Registration No. 2006/026896/08

1.2
“The Contractor” (Company Name)

Company Contact number:

Postal Address:
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2.0 **RECORDAL**

2.1 The Building Contractor hereby acknowledges that he/she has received a copy of this Protocol in respect of all work carried out on all phases of the Zini River Estate, and accepts the obligations in favour of Zini River Estate Home Owners Association, as set out in this agreement. He/she also acknowledges this agreement stands in respect of all present and future work carried out on the Zini River Estate. The Zini River Estate Home Owners Association reserves the right to amend this protocol from time to time. The Building Contractor will be advised of any such amendments.

2.2 The Building Contractor also hereby acknowledges that the Zini River Estate Home Owners Association has the right to add or remove any Contractor from the list of accredited Building Contractor, as per their powers under Clause 8.5.1.9 of the Articles of Association, and to levy fines upon such accredited Building Contractors as specified in this Protocol.

2.3 Signed:(Building Contractor)

Witness: Date:

2.4 Signed:(ZREHOA)

Witness: Date:

2.5 Signed:(Principal Agent)

Witness: Date:

Zini River Estate Home Owners Association (ZREHOA) ACCREDITED BUILDING CONTRACTOR PROTOCOL

Criteria of acceptance of Building Contractor's by ZREHOA.

- Only Professional Building Contractors registered with the National Home Builders Registration Council and/or the Master Builder's Association, with an acceptable track record will be considered as accredited Building Contractor's on Zini River Estate. This accredited list will be reviewed from time to time at the sole discretion of the ZREHOA.
- All applications to be accepted onto the Zini River Estate accredited list of Building Contractors are to be submitted in accordance with the criteria as set out in Clause 31 of this Protocol. – Copies are available from the Estate Management Offices.
- Once accredited, Building Contractors must be available to tender on all other projects on all phases of the Zini River Estate and, if the Building Contractor has not received a commission for any other building projects on the Estate, other than the current project, for a period of six months, the Building Contractor will be considered dormant, and be removed from the list of accredited Building Contractor's.

CONTRACTOR'S OBLIGATION AGREEMENT

1.0 INTRODUCTION

- 1.1 All Contractors working on any of the phases on the Zini River 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.

2.0 PROCEDURE

- 2.1 The Architect or Builder, as the client's Principal Agent, is to inform the Building Control Manager a minimum of 3 working days prior to the anticipated commencement of clearing the footprint area and site handover, and at that stage, provide the details of the Principal Building Contractor.

3.0 SITE HANDOVER

- 3.1 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.
- 3.2 THE SITE HANDOVER MEETING MUST BE ATTENDED BY
 - The Architect and Principal Agent.
 - The Contractor
 - The ZREHOA Building Control Manager.
 - The Environmental Officer

- 3.2 The following criteria must be addressed prior to the site handover, and to be discussed at the site handover:

The Principal Building Contractor

- 3.2.1 All the site corner beacons (pegs) to be exposed, identified, and flagged.
- 3.2.2 Environmental issues to be addressed, including preservation of existing vegetation and the storage of materials etc.

- 3.2.3 Establish the position to access the site during construction if it is not the same as what is shown on the approved Building Plans.

Please Note: All sub-contractors and service providers must be registered with ZREHOA and must sign a sub-contractor's Agreement Protocol with ZREHOA prior to being permitted onto the Estate.

4.0 INSTALLATION OF WATER TANKS

- 4.1 Due to the national water crisis it is now obligatory that at least one water tank must be installed as an additional source of water. The tank must be installed in the most inconspicuous place on the property in order not to distract from the aesthetics of the estate.
- 4.2 Consideration should be given to utilize grey water for toilets.

5.0 SITE CAMP

- 5.1 The site office which can either be converted steel container or timber hut must be green (Plascon Turf Green A23-7 or equal colour approved by ZREHOA). No advertising signs of any kind will be permitted on any of these temporary site offices and storage rooms, other than the ZREHOA approved Professional Notice Board and mandatory Safety Signage approved by ZREHOA.
- 5.2 The site offices and storage containers must be adequately screened off with green shade cloth to ZREHOA's approval.

6.0 SHADE CLOTH FENCING

- 6.1 Once the areas to be screened off have been established on site, and verified by the Building Control Manager, it must be screened off with Green shade cloth.
- 6.2 This shade cloth fence must be installed prior to any work commencing on the site.
- 6.3 Regular inspections must be carried out by the Building Contractor during building operations to ensure containment within the screened areas, 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 levied for the damage done.
- 6.4 ZREHOA will carry out regular inspections on each site to ensure clause 5.0 is adhered to. The Building Contractor will be notified to carry out any remedial work, if required, within a specified time period.

7.0 CONSTRUCTION PERIOD

- 7.1 **Construction of any housing project or any improvements or alterations must commence within 14 working days from the date of the site handover date, and shall be completed within 12 months from the date of the site handover, save with the written consent for an extended building period of a maximum of 6 months from ZREHOA.**
- 7.2 A penalty of R1000 per calendar month will be levied on the Building Contractor or Owner (whoever may be the cause of non-completion) on any building work exceeding the maximum building period which has not have the ZREHOA's written extended period consent.

8.0 CONSTRUCTION SIGNAGE

- 8.1 The Building Contractor shall erect a Professional Notice Board (Contractors Board) on the site in the position agreed on at the site handover.
- 8.2 This notice board shall be in the form and design approved by ZREHOA as in clause 8.4.4

- 8.3 No other signage of any Building Contractor; Sub-Contractor; Service Provider; Financing Company; Real Estate; Agents; or any other parties concerned with the project may be erected on the site or anywhere on the Estate.
- 8.4 The design and specifications for this board are as follows:
- 8.4.1 The inclusion of the words "**FOR SALE**"; "**TO LET**"; "**SPEC**"; or "**TO BUY**" is strictly not permitted.
- 8.4.2 The width of the board may not exceed 2000 mm in width and the height must not exceed 2000 mm.
- 8.4.3 The board must be positioned hard up against the shade cloth fence, 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 and be erected 1000mm above ground level.
- 8.4.4 The board must be constructed with chromodek sheeting rivet fixed to a galvanized iron frame 25mm x 25mm hollow section fixed onto two treated gumpoles sunk a minimum 900mm deep.

9.0 LITTER AND REFUSE CONTROL

The Principal Building Contractor shall control all litter and refuse on his/her site by the following methods:

- 9.1 Placement of litter bins, skips, or demarcated and screened refuse areas in accordance with the Zini River Estate Environmental Management Plan and the Umlalazi Municipality's requirements.
- 9.2 The site must be cleared of all litter and building refuse which must be removed from the Estate at least once per week, preferably on Fridays. Burning of any litter, refuse, or rubbish is not permitted on any site.
- 9.3 Any litter spread outside the site is to be immediately picked up. This includes building debris and stones in the driveway access to the site and in the road verge and road directly adjacent to the site.
- 9.4 The Estate Manager and/or the Building Control Manager may require the Building Contractor to clear the site at any stage and within a specified period if, in their opinion, the site is untidy and aesthetically not acceptable.
- 9.5 The Building Contractor to ensure all sub-contractors, suppliers, service providers, and staff strictly adhere to this requirement.

10.0 VEGETATION

- 10.1 No vegetation of any description, other than sugarcane, is to be removed, cut back, or pruned, without the written consent of the Estate Manager.
- 10.2 Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Estate.
- 10.3 Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to the natural environment.
- 10.4 All cut banks must be vegetated with grass immediately on completion of the earthworks.

11.0 EROSION CONTROLS

- 11.1 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. Sand bags and berms are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods.

Please refer to the Environmental Management Plan on erosion controls.

- 11.2 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.
- 11.3 ZREHOA 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.

12.0 WORK HOURS

- 12.1 Unless otherwise approved by the Zini River Estate Home Owners Association, construction work shall be strictly limited to the time between 06h30 and 17h00 from Mondays through to Fridays. No construction will be allowed on Sundays and Public Holidays.

13.0 SECURITY

Please Note: This Clause must be read in conjunction with the Security Rules and Procedures Protocol.

- 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.
- 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 site prior to access to the site being granted.
- 12.5 All persons working on the site must have their ZRE ID card available.
- 12.6 All contractors and their employees must enter the estate via the designated entrances. No contractors or their employees are permitted to enter the estate at any other point/s.

14.0 BEHAVIOUR

- 14.1 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 or Security Services, shall have the right to control behaviour and noise generated by construction workers.
- 14.2 No employee employed by the Building Contractor shall be entitled to be on the site other than during the hours provided in Clause 11.0 unless the prior written consent of the ZREHOA Estate Management is given.
- 14.3 The Building Contractor is responsible for the conduct of all their staff, labourers, suppliers, and service providers entering the Zini River Estate Estate.

15.0 SUPERVISION

- 15.1 A Supervisor or Site Foreman shall be appointed to control the site. He/she is to be on site or be immediately available during working hours when required by ZREHOA management, and will be deemed to be the Building Contractor's representative in the Building Contractor's absence.
- 15.2 All accidents, break-ins, theft, or dangerous situations must be reported to ZREHOA management immediately.

16.0 ACCESS TO THE ESTATE, USE OF ROADS, AND DAMAGE TO ESTATE PROPERTY

- 16.1 The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.
- 16.2 All vehicles involved in construction shall enter the estate through the designated construction vehicle entrance and not the Estates main entrance unless agreed by prior arrangement with the Estate Management.
- 15.3 All vehicles must submit to searches when entering or leaving the Estate if so requested by the Security Service.
- 15.4 Should any of the road edging/verges, Telkom and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire 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.
- 15.5 Failure to take due care or to adhere to the speed restriction or any other traffic signs will result in a driver being fined or banned from access to the Estate and any construction site.
- 15.6 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.
- 15.7 The Contractor indemnifies the ZREHOA and it's 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.
- 15.8 No vehicles may enter the Estate carrying in excess of 5m³ concrete.
- 15.9 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. 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 ZREHOA's satisfaction and approval.
- 17.0 PARKING**
- 17.1 Construction vehicles shall not be parked in any area other than on the building site, or on the verge bordering the site. Vehicles parked on the verge shall be parked with due consideration for users of the street. 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.
- 18.0 STORING OF CONSTRUCTION MATERIALS**
- 18.1 All materials and equipment must be stored in a safe manner in terms with the Occupational Health and Safety Act.
- 18.2 No materials or equipment may be placed or stored on the verge or outside of the building site on adjacent sites at any time unless with the express permission of the adjacent site's owner or owner's representative. Building materials may be stored at owners own risk in the contractors yard near the contractor's entrance. Prior permission and arrangements must be made with the Building Control Manager.
- 19.0 TOILET AND ABLUTION FACILITIES**
- 19.1 The Principal Building Contractor must provide adequate temporary portable toilet facilities, either waterborne (flushing) connected to the main sewer, or chemical type. These toilets must be serviced

by a sanitation company at least once per week. No person is permitted to urinate anywhere on the site other than in the toilet facility provided.

- 19.2 The toilets must be adequately screened off with 80% factor green shade cloth.
- 19.3 Toilets are to be provided at a rate of not less than one toilet for every 6 (or part thereof) personnel on site and need to be serviced at least every 2 weeks.
- 19.4 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 described in Clause 18.2. The wastewater from these showers and wash-up areas must be piped to the sewer drain on site.
- 19.5 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 hazards at any time.

20.0 FINAL CLEAN UP AND COMPLETION

- 20.1 At the conclusion of the construction work, 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 leveled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Estate Landscaping Consultant. Any polluted soil due to oil or diesel spills to be dealt with in terms of the Environmental Management Plan
- 20.2 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 ZREHOA, carry out an inspection of the works inclusive of the verges and services.
- 20.3 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 Zini River Estate standards and quality, then, in the interest of the Estate and the Home Owners, the Building Contractor will not be permitted to do any further work on the Estate.
- 20.4 On completion of each project, the ZREHOA building inspector must inspect the house and issue a completion certificate, where after the house may be occupied.

21.0 INSURANCE

- 21.1 The Contractor shall take out at his/her own expense a public liability assurance of not less than R1,000,000.00 for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies ZREHOA against payment of any such claims for damages.
- 21.2 Details of this assurance must be lodged with ZREHOA.

22.0 EXTERIOR COATINGS

- 22.1 The Contractor acknowledges the requirements to comply fully and strictly with the ZREHOA Design Guidelines 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 ZREHOA insisting on the exterior coatings being re-applied at the Contractor's expense.

23.0 NEIGHBOURING PROPERTIES

- 23.1 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 the ZREHOA. ZREHOA reserves the right to refuse permission if in their opinion it is not a necessity to encroach.
- 23.2 No work will be permitted beyond the demarcated wetland area boundaries.

24.0 APPROVED PLAN/SITE HANDOVER

- 24.1 No work may commence on site prior to the official site handover and written permission from ZREHOA.
- 24.2 Construction may only commence on production of building plans approved by ZREHOA and Umlalazi Municipality. (The presentation of these plans must be at least 3 working days prior to the site handover date).

24.0 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 ZREHOA and the Umlalazi 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.

25.0 BREACH

- 25.1 In the event of the Contractor being in breach of any obligations under this agreement, including the Zini River Estate Environmental Management Plan and the Design Guidelines and Town Planning Controls, ZREHOA 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 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 decided by the Zini River Estate Home Owners Association Rules Committee.
- 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.

26.0 ENVIRONMENTAL MANAGEMENT PLAN

- 26.1 All Contractors will comply with the provisions of the Zini River Estate Environmental Management Plan (EMP), as amended from time to time. The Building Contractor is responsible to ensure that all his labourers sign & receive a copy of the Z-fold EMP (Zulu version available). The Building Contractor is to keep a register of such. Copies of the EMP are available from the ZREHOA office.
- 26.2 Failure to comply with the requirements of the Environmental Management Plan in any form will result in a severe penalty being imposed on the Contractor by ZREHOA and the Kwa Zulu Natal Department of Agriculture and Environmental Affairs (D.A.E.A.).

27.0 GENERAL

- 27.1 Only Contractors registered with the Master Builders Association and/or the National Home Builders Registration Council, and with an acceptable construction record will be considered as accredited building contractors on the Estate. The accredited list will be reviewed from time to time at the sole discretion of the ZREHOA.

- 27.2 ZREHOA reserves the right to refuse any building contractor's application to be accredited.
- 27.3 All applications to be accepted onto the Zini River Estate accredited list of Building Contractors must be submitted in accordance with the criteria as set out by the ZREHOA. The criteria is available from the ZREHOA office.
- 27.4 All accredited Building Contractors must be available to tender on all other projects on the Estate and, if the Building Contractor has not received a commission or contract to construct any other buildings on the Estate, other than the current project, for a period of six months, the Contractor will be considered dormant, and removed from the list of accredited Building Contractors permanently.

28.0 MAINTENANCE AND DAMAGE LEVY

- 28.1 A monthly non-refundable verge and street damage levy of R500 per month will be charged to the owner's levy account. This fee will be revised by the ZREHOA from time to time.
- 28.2 This levy will be used to maintain, repair, or replace damage caused to verges, roads, and services by any Construction Vehicles or Contractor.
- 28.3 If any damage caused by a Contractor, Supplier, Sub-Contractor, or staff member, and ZREHOA can identify the culprit, then ZREHOA will instruct the Building Contractor to repair or replace the specific damage within a reasonable time period at the Building Contractors expense.
- 28.4 Should the Building Contractor fail to comply with Clause 28.3, ZREHOA will have the repairs or replacement done and directly debit that Contractor.
- 28.5 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.

29.0 NON-WAIVER

- 29.1 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.

30.0 VARIATION

- 30.1 No agreement varying, adding to, deleting from or canceling 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.

31.0 CRITERIA FOR ACCEPTANCE ONTO THE ACCREDITED LIST

BUILDING CONTRACTORS & OWNER/BUILDERS

FOR ANY PERSON TO BUILD ANY STRUCTURE ON THE ESTATE, THEY MUST SUBMIT THE FOLLOWING DOCUMENTATION AND OBTAIN THE APPROVAL OF THE ZINI RIVER ESTATE HOME OWNERS ASSOCIATION.

They must:

1. In the case of a professional building contractor, be registered with the **Master Builders Association** and **National Home Builders Registration Council**. (Copies of current MBA and NHBRC registrations required);
2. In the case of an Owner/Builder, be registered with the **National Home Builders Registration Council**. (Copy of the NHBRC registration required);
3. Be registered with the **Workman's Compensation Fund**. (Copy of current registration number and details required);

4. Have a minimum of **R 1, 000,000.00 Public Liability Insurance** cover. (Copy of insurance details and cover required);
5. Provide a detailed CV or **Company Profile** together with references;
6. In the case of a professional building contractor, be a registered business. (Proof of registration required).

Please note that:

- 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 Zini River Estate Eco-Estate'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.
- All Building Contractor and Owner/Builders will pay a monthly non refundable verge and street damage levy for each of their sites for the duration of the construction period, from date of site handover until date of completion of the specific site.