



**BUILDING CONTRACTOR'S CODE OF CONDUCT AND CO-
OPERATION AGREEMENT**

Revision 4: September 2016

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1. INTRODUCTION

The aim of this Code is to ensure a harmonious relationship between residential living, the natural environment and Contractor activities within Le Jardin Estate (the Estate).

The rules and regulations described below are intended to ensure that the quality of life for residents at the Estate and the natural environment is not unduly compromised by the activities whilst allowing contractors to work efficiently.

This document must be read in conjunction with the Estate Rules and Regulations.

This Code and all the requirements of the Environmental Management Plan (EMP) is applicable to all Contractors and must be strictly adhered to at all times during building operations, construction activities and rehabilitation procedures.

The Contractor shall comply with the Environmental requirements of the HOA which were imposed on the development by GDARD.

All contractors working at Le Jardin must sign acceptance of these rules prior to any work commencing. These rules also applies and covers all sub-contractors and suppliers working under the Owner or main contractor.

Only registered residential building contractors that conform to the Home Owners registration requirements shall be allowed to take possession of a building site within the Avianto Estate. The contractor accepts and agrees to abide by the Estate Code of Conduct and Regulations.

The Avianto Design Review Committee (ADRC) has been established to approve building plans, and enforce adherence to these plans.

The company has a policy of using local labour as much as possible, and majority workers and contractors must be South African citizens. Any non SA citizens must have a valid work permit. Transgression of certain of the rules and regulations will result in a fine being imposed on the Contractor.

In the event of any uncertainty, residents and/or contractors must contact Le Jardin HOA or ADRC.

2. DEFINITION, INTERPRETATIONS

- 2.1. the "Association" means the LE JARDIN Homeowners' Association NPC;
- 2.2. "ADRC" – Avianto Design Review Committee, a committee that was appointed to consider the landscaping and architectural plans submitted by Owners with the view of approving plans & building specifications. Plans can approved, conditions of approval laid down or referred back for amendment if such plans don't comply with these guidelines
- 2.3. "BUILDING CONTRACTOR" means a contractor, directly appointed by owner or his representative as main contractor or any specific part of a building contract
- 2.4. "ECO" Environmental control officer, means the designated person overseeing the EMP
- 2.5. the "EMP" means the Environmental Management Plan that was approved by the Gauteng Department of Agriculture and Rural Development which are binding on all owners, professionals and contractors involved in construction activities on the Estate;
- 2.6. "LE JARDIN" means the Township established on the development area Drift Extension 7 and 8, Muldersdrift, Gauteng Province and such further properties as the Association may incorporate into the development;
- 2.7. "Architectural Guidelines" means the document which covers the design guidelines and standards applicable to building on Le Jardin.
- 2.8. "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

3. GENERAL CONDITIONS

- 3.1. The owner agrees to submit building plans and specifications together with the scrutiny fee that is payable to the ADRC – see plan submission process for details.
- 3.2. The Owner also agrees not to commence any work until such time that all the approvals have been obtained, the site handed over, and to ensure that the contractors signs and complies to all the conditions set out in the Contractors code of conduct
- 3.3. Any breach by any party involved in the construction on the owners site is and will be the responsibility of the Owner, and will regarded as a breach by the Owner.
- 3.4. The Owner shall not be entitled to take physical occupation of the dwelling before receiving the Estate Completion Certificate.
- 3.5. An owner/builder assumes and accepts all conditions & responsibilities of the Contractor set out in this document.

4. REGISTRATION OF CONTRACTORS

- 4.1. Contractor must send application to be an Accredited Building Contractor with all the necessary documents which includes but is not limited to:
 - a. Management Personnel
 - b. Legal proceedings
 - c. Safety record & certificate
 - d. Credit reference
 - e. Capacity of company
 - f. Similar project experience
 - g. All registration and affiliation details and proof thereof
 - h. Portfolio and marketing brochure
- 4.2. The HOA will go through evaluation process and the decision made by the HOA is final and the HOA is not compelled to supply any reasons taken on matters of accreditation
- 4.3. The HOA will issue a certificate showing that the Building contractor is an accredited supplier of the HOA – this certificate is only valid for 12 months, where the supplier will have to apply for re-registration which is subject to the same review process as the initial accreditation.

5. SITE HANDOVER, PREPARATION AND SITE CAMP

- 5.1. Site handover
 - A meeting must be scheduled at least 1 week prior to the start of any construction work including site clearance. The Owner must give the HOA at least 14 days' notice of such meeting.
The owner, contractor, representative of the Le Jardin HOA and the architect must be present at this meeting.
 - The preconditions as specified on the checklist must be met prior to the meeting
 - The following will be checked and discussed at the site meeting:
 - All site corner pegs must be opened and identified and protected for the whole period of construction
 - Position of the site building access must be agreed upon
 - Position of site container, toilets, skips etc
 - Digital photographs must be taken of the site to establish the condition of all items prior to handover and this shall be used as evidence in case of damage. The photographs must include but not be limited to the street in front of the site, including lampposts, manholes, all site boundaries, pavements and any plants and landscaping.
 - Identifying any vegetation that must be preserved during construction period.
 - Prior to construction the owner/contractor must have signed the water and electricity connection papers and paid the connection fees.
 - The site must be screened off as per the specifications in these guidelines
 - The site will be handed over to the contractor once all the above points have been complied with and a final site establishment inspection is held.

5.2. Site preparation and camp

- The contractor will supply a site "plan" showing all construction set up
- The erection of the contractors board must take place as part of the site prep
- No advertising boards of any kind may be displayed
- Site clearing must only be done on the portion where construction is taking place
- All site corner pegs must be opened and identified and protected for the whole period of construction
- Position of the site building access must be agreed upon
- Position of site container, toilets, skips etc
- Prior to construction the owner/contractor must have signed the water and electricity connection papers and paid the connection fees.
- The site must be screened off as per the specifications in these guidelines
- The site will be handed over to the contractor once all the above points have been complied with and a final site establishment inspection is held.

Only after this site meeting will the HOA sign off the checklist. This signed checklist together with a building commencement checklist must be obtained from the HOA prior to commencing of any building activities.

6. CONSTRUCTION PERIOD AND SIGNAGE

- 6.1. Construction shall commence within two weeks from the date of final site establishment meeting and handover and shall be completed within 12 months from the start of construction.
- 6.2. The contractor shall have a contractor's sign made to the specifications of the HOA Association. This sign shall be firmly planted to ensure that it remains standing for the period of construction. It must be visible at all times, parallel to the road, and hard up against the shade cloth fencing the property. The sign board must be removed on completion. No other signage are allowed and the contractor must ensure that no other contractor or service provider erect signage anywhere on the site.
- 6.3. Penalties for failure to start and failure to complete construction will be charged directly onto the Homeowners account – see Penalties list for amounts payable

7. FENCING/SCREENING

- 7.1. All street boundaries must be fenced in a neat and secure manner. HOA may require that other boundaries be screened as well at the Contractors expense should the privacy of the neighbours be compromised. The screening must be erected prior to any construction is to start.
- 7.2. Once the areas that must be screened is identified the areas must be clearly fenced with dark green shade cloth (60 percent density) to a minimum height of 1.8m on all sides of the disturbance areas with an entrance gate in the positions as agreed at the site handover, no more than 4 meters wide. The shade cloth must be well supported so that it does not sag or fall flat.
- 7.3. The entrance gate must also be covered with the same shade cloth. The gate must be closed and locked every day after work is completed.
- 7.4. The contractor must ensure to carry out regular checks on the fence and maintain as needed.
- 7.5. Should the site border onto an open space, no encroachment will be allowed and the fence must be installed in such a way that it serves as a silt trap for the duration of construction

8. CONTROL MEASURES

8.1. Building control

- The Contractor shall not deviate from the approved building plans in any form unless they are in the possession of an approved amended plan or written permission from the HOA to proceed with the variation. All changes must be submitted to the HOA and the local authority prior to any of the changes implemented.
- The Contractor will adhere to colour specified by the HOA Architectural Guidelines. All colours must be approved by the HOA as part of the building plans submissions.
- Should the contractor fail to comply with the external finishes colours, he will at his own expense make the changes according to the architectural guidelines.

8.2. Erosion control

- The Contractor shall take all reasonable precautions to prevent soil erosion resulting from a diversion, restriction or increase in the flow of storm water or water resulting from its operations and activities to the satisfaction of the BCO or ECO. The Contractor shall ensure that disturbance on steep slopes and the creation of steep slopes is kept to a minimum, thus reducing the potential for erosion. Where soil erosion does occur, the Contractor shall reinstate such areas to the satisfaction of the ECO. The Contractor shall be responsible for rehabilitating all areas in such a way that erosion potential is minimised.

8.3. Noise control

- The Contractor shall contain noise levels as far as possible during construction activities and familiarise himself with, and adhere to, any local by-laws and regulations regarding the generation of noise.

8.4. Dust Control

- The Contractor shall implement appropriate measures to minimise the generation of dust or windblown sand as a result of his work, operations and activities to the satisfaction of the BCO. Particular attention shall be paid to preventing dust generation during earth moving and stockpiling activities.
- Dust control measures could include regular and effective treatment of working areas (where necessary) using water sprays. The Contractor shall take appropriate precautions to limit run-off. The Contractor shall ensure that no materials escape from the transport vehicles by providing adequate covering to confine the material during transport. Any spillage will be cleaned by the contractor to the satisfaction of the BCO. Failure to do so will entitle the BCO to employ an outside contractor to rectify the situation at the cost of the contractor.

8.5. Fires

- There is a high risk of fires in the area. The Contractor shall take all reasonable and active steps to avoid increasing this risk. No open fires or naked flames for heating or cooking shall be allowed on site, and the contractor must ensure that alternate meal arrangements are made. The Contractor shall ensure that all personnel are aware of the fire risk and the need to extinguish cigarettes before disposal. The Contractor should have the relevant **fire extinguisher** on site and ensure that all personnel are taught how to use it.
- **No burning of waste on any part of the Estate is permitted (including the building site).**
- The Contractor shall identify the authorities responsible for fighting fires in the area as well as the developer and shall liaise with them regarding procedures should a fire start. The Contractor shall ensure that his staff are aware of the fire danger at all times and are aware of the procedure to be followed in the event of a fire. The Contractor shall also ensure that all the necessary telephone numbers etc. are posted behind the contractor's board.

8.6. Animals

- Construction areas must be checked for animal life. In the event that wildlife is present on the site, please inform the ECO immediately. No fauna may be harmed or killed. Most animals will move away naturally except possibly snakes and tortoises. No domestic pets are allowed on site. Any problems must be reported to the ECO. Setting of snares will be regarded as a serious offence.

8.7. Rubble and litter

- The Contractor shall be responsible to remove all rubble and litter from the site on a regular basis.
- Skips and litter bins must be placed within the screened areas on site and must be cleaned at least once a week and more times a week should it become necessary. All bins must have lids and the skips must be covered to ensure that contents remain inside the skip in case of bad weather. All litter and rubble must be removed from site. The site must be litter free over weekends and extended holiday periods.
- Any rubble/refuse outside the boundaries and on pavements must be removed immediately, and no rubbish/refuse or litter can be dumped on any other property or common area.
- Ensure that all contractors and suppliers adhere to this provision, and any incidents must be reported to the HOA within 24hrs

8.8. Stockpiling

- A specific area has been set aside for stockpiling, please contact the HOA to identify the area
- No stockpiling may take place outside of the fenced area, common property or neighbouring properties

9. WORK HOURS

Working hours on the Estate are as follows:

Monday to Friday: 07h00 to 18h00

Saturday: 08h00 to 13h00. Please note that on Saturdays no earthmoving equipment, compacting or noisy machines are allowed.

No work is allowed on Sundays and Public Holidays or from 16 December to 2 January.

10. GENERAL CONDUCT

- 10.1. No labourers, employees, contractors or sub-contractors are allowed to walk around on the estate. They will need to stay on the site and shall leave the building site only if their duties require them to do so and then it will be in a vehicle.
- 10.2. All contractors, sub-contractors and suppliers must always behave in a professional manner and ensure that their behaviour does not disrupt the other residents.
- 10.3. Should the contractor be busy on more than one site, workers shall be transported from one premises to the other in a vehicle
- 10.4. Anyone employed by the contractor shall only be on site during the hours stipulated in Point 9.
- 10.5. The contractor is responsible for the conduct of all his staff, labourers and suppliers and any breach of any provisions of this agreement shall be deemed a breach by the contractor.

11. SECURITY

- 11.1. The contractor will ensure that a responsible person is available 24 hours in case of an emergency. The responsible person's name must appear on the Contractors board.

- 11.2. The Contractor shall provide a Supervisor to manage the site and will ensure that the HOA has the name and contact details of such person. This supervisor must be on site during working hours and will be deemed to be the Contractor's representative in the absence of the Contractor on site.
- 11.3. To ensure that the Supervisor has control he cannot be responsible for more than 3 sites at a time, and will report all accidents, security issues or any other dangerous situations to the HOA.
- 11.4. The Contractor, employees, sub-contractors and suppliers must adhere to all security regulations at all times, and any regulations as amended from time to time.
- 11.5. Contractors access – is through the main gate will only be allowed by prior arrangement.
- 11.6. The owner of the stand guarantees and undertakes to ensure that all employees, contractors, sub-contractors shall be registered with the security management. This will require presentation of identification for photocopying. This must be done prior to any staff entering the premises, no one will be allowed access unless registered.
- 11.7. Pick up point for labourers must be at least 1 km away from the estate and labourers are not allowed to congregate around the estate entrance. Casual labour may not be recruited within 1km from the estate gates
- 11.8. No deliveries by suppliers will be accepted/allowed in the Estate in the absence of the contractor/owner.
- 11.9. The developer promotes the use of local labour, but the employment of illegal immigrants are strictly prohibited
- 11.10. No night security may live on the site after the specified working hours. Should the Owner or Contractor want to employ security it must be done through the security company employed by the HOA. Both the Owner and the contractor hereby waives any claim they might have against the HOA or developer arising out of any act or omission on the part of such security, including any criminal act.
- 11.11. The Contractor must ensure at all times that his site fully complies with the provisions of the Health and Safety Act. The contractor's labourers must wear overalls or shirts with the name of the contracting company visibly displayed on it. Labourers not wearing the correct dress will be removed from site.

12. ACCESS/ROAD USE AND DAMAGE

- 12.1. The maximum size vehicle that can be accommodated on the Estate roads is a SV-9 vehicle. The maximum length is <9 meters, the maximum wheelbase is 7.5 meters and the maximum track is 2.6 meters. No articulated vehicles are permitted. The HOA reserves the right to refuse any vehicle which in their opinion is not correctly loaded or in satisfactory condition.
- 12.2. A building deposit of R15 000.00, payable to the HOA, must accompany the building application form together with the approved plans. R5000-00 of this amount is refundable on completion after a final inspection checklist has been successfully completed by the BCO and copies of compliance certificates for Gas and Electric installations are given to HOA. The deposit or portion thereof may be withheld as compensation for costs incurred due to the Contractor's neglect. The HOA will not be obliged to invest this in an interest bearing account or any other bank and any interest earned is for the benefit of the HOA. The HOA may request that this amount is increased during construction should any part of the original amount be used to rectify any damages. The balance of R10 000-00 will be retained and placed into an Equalization Fund.

- 12.3. The Contractor must ensure that all vehicles use the road with due care and consideration for safety, and adhere to all traffic signs and rules. All vehicles driving to and from the site shall not exceed the speed limit of 40 km/hour
- 12.4. The Contractor will be responsible to replace and/or repair any road verges, road edgings, manholes, fire hydrants or any landscaping that was damaged during the course of construction by the contractor, suppliers, sub-contractor or employees. Any damage caused to the Estate including spillage of oil, diesel or similar products will be repaired immediately at the cost of the Contractor.
- 12.5. The delivery of concrete has the potential to cause the most damage to the road surfaces and landscape vegetation of all material suppliers. It is therefore important that these deliveries are handled with particular care. Any spillage from the concrete truck onto road surfaces is to be broomed and washed off with water before concrete reaches its initial set. Aggregate is to be removed from road surfaces. No spillage or mixing of mortar or concrete is permitted on any road surface, or outside the disturbance area. No cleaning of ready mix materials will be allowed on site or anywhere on the estate.
- 12.6. No vehicles will be allowed on natural areas or on adjoining stands. The safety of other road users must be ensured at all times. All vehicles must be roadworthy. The Contractor shall prevent public access to the construction site.
- 12.7. Vehicles operated by the Contractor as well as the vehicles making deliveries to the site shall not be parked in any area other than the building site itself or on the road provided free movement of traffic is not obstructed.

13. STORAGE/SHEDS

- 13.1. The Contractor must make use of a galvanised hut or container for offices and stores, these shall be painted in a charcoal or grey colour.
- 13.2. All construction material shall be stacked neatly and in safe manner behind the shade cloth on the site where the work is being done.
- 13.3. Materials and equipment shall not be stored or placed outside the building site or on adjacent sites at any time. Stockpiles of material shall not exceed 2m in height.

14. TOILETS

- 14.1. Minimum of 1 toilet per 15 people.
The Contractor shall be responsible for providing all sanitary arrangements for the staff on site. The toilets shall be of neat construction and shall be provided with doors and locks and **shall be secured to prevent them from blowing over** (only chemical toilets are to be used). All temporary toilets are to be adequately screened from view. Use of Estate sewage systems is forbidden.
- 14.2. The Contractor shall keep the toilets in a clean, neat and hygienic condition. The Contractor shall supply toilet paper at all toilets. The Contractor shall be responsible for the cleaning, maintenance, servicing and emptying of the toilets on a regular basis. The Contractor shall ensure that the toilets are emptied before the builders' or other holidays and the waste be stored and disposed of at an appropriate place off site.
- 14.3. The Contractor shall ensure that no spillage occurs when the toilets are cleaned and emptied. The HOA reserves the right to stop all work if in their opinion insufficient ablutions were supplied.
- 14.4. Adequate changing areas and wash up facilities must be provided onsite by the Contractor. These must be screened off with shade cloth and the waste water from these facilities must be properly managed. Adequate changing areas and place where the

labourers can store their personal effects must be provided. No clothing, bags etc will be permitted to hang over the shade cloth fencing, trees or in view of any visitors to the site. No person is permitted to change outside the fenced areas or in view of any public from the road or adjacent sites.

14.5. Regular inspections must be carried out to ensure that these facilities are hygienic at all times.

15. COMPLETION

15.1. Once all construction work is complete, the Contractor must restore all pavements, roads, landscaping, clean site, remove all rubbish and rubble. All equipment, storage containers, offices must be removed as well as all temporary fencing. Any vegetation damaged must be replaced, in line with landscaping guidelines.

15.2. An inspection will be carried out on completion – a Estate Completion Certificate will be issued once:

- The HOA is satisfied that all the above is checked and that all work was done to the specified standards and quality.
- The Owner submitted as built drawings (electronic and hard copy) to the HOA as well as all compliance certificates issued by the local authority, glazing, structural, roof etc
- Landscaping has been completed including planting the grass as per approved Landscaping Plan

15.3. An owner shall not be entitled to take physical occupancy of the dwelling before an Estate Completion certificate has been issued by the HOA.

15.4. In case a Contractor's work is sub-standard they will be removed from the list of accredited contractors

16. INSURANCE

16.1. The Contractor will have ALL RISK insurance in place for no less than R2 000 000.00 (Two million Rand) for any claim for damages arising from acts or omission of it or its employees. Details of the insurance must be handed to the HOA prior to start of construction. The Contractor indemnifies the HOA and any of its employees against any claims for damages.

16.2. The Contractor must ensure that all their staff is covered by the Workman's Compensation Act.

17. BREACH AND PENALTIES

17.1. The HOA and ECO has the right to inspect these sites at any time and the right of access may not be denied.

17.2. Should the Contractor fail to comply with any provision of this agreement or any provision arising out of this agreement the HOA will be entitled to notify the Contractor to remedy the breach, in which event the contractor will do so within 48hrs of receiving the notification.

Should the Contractor fail to remedy said breach the HOA will be entitled impose a fine on the Contractor – see annexure F and to deny the Contractor entry to the site until the breach have been remedied, without incurring any liability for any delay the Contractor will suffer in completing the project. The HOA can also decide to remedy the breach and deduct the cost thereof from the pavement deposit and claim the balance from the Contractor, and can also deny the Contractor access to the site until full payment is received from the Contractor.

- 17.3. Please take note of the penalties that can be imposed in the case of non-compliance, deviations or breaches. The penalties are punitive in nature and will be in addition to any remedies available to the HOA.
- 17.4. The Contractor shall be liable to the HOA in respect of any breach of contract on the part of or any damage caused by to any part of the Estate by any of the Contractor’s employees, sub-contractors, suppliers or any other person on the site at the insistence of the Contractor.
- 17.5. The HOA has the right to suspend any building activities in contravening of any of these activities and the HOA accept no liability whatsoever for any losses sustained by the owner as result thereof

18.AGREEMENT

- 18.1. This document contains the whole agreement between parties and no prior agreements between them are of any force or effect.
- 18.2. No alteration or addition to this agreement nor the consensual cancellation thereof or the waiver of any rights in terms of this agreement, will be of any force unless it is in writing and signed by the parties.
- 18.3. All the rules and guidelines in this document shall be a burden on the title to all sites in the Estate.
- 18.4. The rules as set out in this document is binding on all owners, contractors and sub-contractors. All owners are obliged to ensure their building contractors are made aware of these rules Owners are required to include these rules in entirety in any building and architectural contract.

Signed at _____ on this _____ day of _____ 20__

As witnesses:

- 1. _____
- 2. _____

OWNER

CONTRACTOR

Emergency contact: Name and tel:

Site supervisor: Name and tel and email:

Schedule of Transgressions and Penalties			
(This schedule is a Rule and may be amended from time to time, with additions and deletions as deemed necessary by the Directors) The HOA may deny access and impose heavy penalties on repeat offenders.			
DESCRIPTION OF TRANSGRESSION	1st offence	2nd offence	3rd offence
EMP Contraventions	250	500	1000
Fencing - inadequate/untidy	250	500	1000
Unsafe storage/stacking of materials	250	500	1000
Littering	250	500	1000
Building rubble stacks too high/placing rubble on other sites	250	500	1000
Unauthorized encroachment on adjacent stands/areas	250	500	1000
Offensive/non-compliant behaviour by contractors, staff, agents or sub-contractors			
	250	500	1000
Loitering & workers not transported by vehicles	250	500	1000
Parking violations & road obstructions	250	500	1000
Speeding	250	500	1000
Unaccompanied articulated vehicles	250	500	1000
Damage to estate property & infrastructure (Penalty as well as cost of repairs)	250	500	1000
Failure to complete building	Refer to the MOI and Estate Rules penalty schedule		