



STONEHURST

MOUNTAIN ESTATE
OWNERS ASSOCIATION

Contractors Agreement

Revision
One

29 January 2009



CONTRACTORS AGREEMENT

AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT
FOR CONTRACTORS, SUB-CONTRACTORS AND OWNER BUILDERS
WITHIN STONEHURST MOUNTAIN ESTATE ("THE ESTATE")
ENTERED INTO BY AND BETWEEN
STONEHURST MOUNTAIN ESTATE OWNERS ASSOCIATION
("THE ASSOCIATION")
AND

.....

ERF NO.
("THE OWNER")

AND

.....

("THE CONTRACTOR" / "BUILDER")



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1. PREAMBLE

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment. These terms and approved conditions have been developed in terms of the Environmental Management Plan (EMP) and the Site Environmental Management Plan (SEMP) for the Stonehurst Mountain Estate Development.

"THE ASSOCIATION" reserves the right to make amendments and additions to this document from time to time.

This document is a binding agreement between the Owners Association, the Home Owner and the building contractor.

Signing of this Contractors Agreement is an acknowledgment and an acceptance of the rules and regulations as listed.

2. QUALIFICATION OF CONTRACTORS

- 2.1 Only contractors who can furnish at least three references of prior building contracts (which they have built within the last three years) will be permitted to build in the Stonehurst Mountain Estate.
- 2.2 An owner/builder who qualifies under 2.1 will be allowed to construct his own home.
- 2.3.1 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.
- 2.3.2 Owners representative (quantity surveyors, engineers, safety officers, etc) are expected to adhere to the Estates rules and regulations.
- 2.4 Contractors are to furnish a valid (up to date) copy of their NHBRC clearance certificate prior to commencement of construction. Any builder who is not able to furnish this document will not be permitted to build on the estate.
- 2.5 All contractors are to sign and return to Estate Management the NHBRC checklist (addendum 1) found at the back of this agreement on page 18. Any contractor who does not comply with any / all of the points noted will not be permitted to build, until such time as the contractor complies with the requirements.
- 2.6 All contractors are required to attend an induction session by Estate Management. All induction documents are to be submitted back to Estate Management prior to commencement of ANY site activity / construction / excavation.

Breach

Any contractors found to be in breach of the above stipulations will not be permitted to commence building until such time as these documents have been submitted.

Any contractor that commences building without the above documents will be issued with a cease works order and the site will be shut down until such time as the documents are furnished to the Estate.



3. MONTHLY BUILDING MANAGEMENT LEVY

To cover expenses in the administration of the housing delivery process each building contractor will be levied an amount of R1000, 00 per building site per month payable to the "THE ASSOCIATION. The levy must be paid by the 1st of every month and is paid in advance.

This levy will continue to be debited to the owners account until such time as the completion certificate for the house has been issued by Estate Management.

"THE ASSOCIATION" reserves the right to amend the amount of the building levy as it deems necessary.

4. PAYMENT OF FINES

All monies owing to the "THE ASSOCIATION" must be paid within seven (7) days or as reflected on the fine document.

The amounts listed below (in section 5) in the breach column are the minimum amounts that will be fined, however, Estate Management reserve the right to increase the amounts according to the severity of the transgression or the number of similar transgressions.

Breach

In the event of the contractor failing to pay the fine on time (within 7 working days), the contractor will be denied access onto the Estate by "THE ASSOCIATION"

5. RULES AND REGULATIONS

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by contractors.

When a contractor is found to be in breach of the stated rules and regulations a penalty will be levied (see 4 above relative to payment of fines). The extent of the penalty is detailed below the description of each rule and regulation.



5.1 SECURITY AND ACCESS CONTROL

5.1.1 <u>Security</u>	Breach
<ol style="list-style-type: none"> 1. Security personnel control access to the Estate and the contractor must at all times adhere to their security rules. All contractors and their staff must have a bar-coded SA ID document to facilitate the access control system protocols. 2. All personnel must submit their fingerprints for the biometric access control system. 3. The main contractor of the contractor must at all times be in possession of an access pass, which will be issued by "THE ASSOCIATION". The pass may only be valid for the period that the contractor is required to be on site 4. Personnel must be transported by vehicle to the relevant building sites and will not be allowed to walk from one area to another. 5. The Estate Security must sign in all contractor vehicles entering the Estate. 	<p>Individual will be removed from site R150.00 Fine</p>
5.1.2 <u>Hours of Work</u>	Breach
<p>Contractors may only be present on the Estate during the following public hours:</p> <ul style="list-style-type: none"> • Normal weekdays 07H00 to 17H00 - Estate to be vacated by 17h30. 	<p>Contractors will be escorted off the Estate. R500.00 Fine</p>
5.1.3 <u>Public/Private time</u>	Breach
<ul style="list-style-type: none"> • Saturdays - 08H00 to 13H00 – Estate to be vacated by 13h30. (by prior arrangement with security) • Sundays – No work permitted • Public Holidays - No work permitted • No work will be permitted during the December builder's holidays. These dates will be advised. 	<p>Contractors will be escorted off the Estate. R500.00 Fine</p>
5.1.4 <u>Permission to work during private times</u>	Breach
<ul style="list-style-type: none"> • Special applications for contractors to be present on site during private time should be cleared with security the day before the proposed private time. • If any late work is expected, contractors are required to communicate with security prior to the late work occurring. This is with special reference to pouring of concrete slabs and the late arrival of concrete deliveries. 	<p>Contractors will be escorted off the Estate. R500.00 Fine</p>
5.1.5 <u>Watchmen</u>	Breach
<p>The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times. No contractors or their employees will be allowed to remain on site during private time.</p>	<p>Contractors will be escorted off the Estate. R500.00 Fine</p>



5.2 ENVIRONMENTAL SPECIFICATIONS

The contractor acknowledges that he is working in an environmentally sensitive area and agrees to conform to all environmental controls specified in this document and revised from time to time.

It should also be noted that these controls form part of the EMP for the development and are required to be legally enforced. Presently these specifications include the following considerations:

5.2.1 <u>Contractual Commitment</u>	Breach
<p>This contractor's agreement along with the Site Environmental Management plan (SEMP) form part of the induction package and is a contract between the homeowner, the contractor and the estate.</p> <p>This contract is valid for the entire duration of the building period until the completion certificate for the house is issued.</p> <p>All contractors are required to submit a Site Environmental Management Plan (SEMP)</p>	<p>Construction / excavation will not be permitted to commence until such time as all contractual documentation has been submitted.</p>
5.2.2 <u>Monitoring</u>	Breach
<ul style="list-style-type: none"> i. The main building contractor will act as the principle agent and liase with estate management. ii. Estate management will conduct regular site visits to the site to ensure for environmental, architectural and general estate compliance. 	N/A
5.2.3 <u>Materials and Construction Traffic</u>	Breach
<ul style="list-style-type: none"> i. If possible, only one entrance is to be used per construction site. ii. If an additional access point is required, this must also be reflected on the SEMP. iii. Vehicles are only permitted to enter the site using the access points reflected. iv. No construction vehicles are permitted to traverse adjacent plots without the permission of that plot owner. This permission must be submitted to Estate Management in writing 	<p>The contractor will be fined R250 per transgression noted</p>
5.2.4 <u>Dust and Noise control</u>	Breach
<ul style="list-style-type: none"> i. It is the contractor's responsibility to minimise any dust issues that occur on site. ii. All sand stockpiles (building sand and excavated material) are to be covered up with plastic or shadecloth at all times for the entire duration of the contract. iii. If necessary, open exposed areas of sand should be wetted down to form a crust, or if required by estate management, a dust control product such as "Dustex" is to be applied. iv. Contractors are responsible for the behaviour of all labourers and subcontractors. Rowdy behaviour on site which is likely disturb surrounding occupied homes will not be tolerated. 	<p>Contractors will be fined R500 for any dust transgressions noted.</p>



5.2.5 <u>Erosion Control</u>	Breach
<p>Care must be taken at all times to prevent erosion.</p> <p>Where required, approved stabilisation methods are to be applied to ensure that erosion does not occur.</p> <p>The vegetation perimeter area is to remain undisturbed until proper landscaping is implemented</p>	<p>The contractor will be fined R150 for any erosion noted to have arisen as a result of building activities from that site.</p>

5.2.6 <u>Demarcation of site and Site Presentation</u>	Breach
<p>5.2.6.1 <u>Screening of building sites</u></p> <p>The contractor will be required to screen off the site with a 1,8m high fence. The fence must be constructed according to the following specifications:</p> <ol style="list-style-type: none"> Ready fence panelling or diamond mesh fencing. No other fencing will be permitted. The fence must be sturdily constructed with the fence and the support stanchions being of equal height (1.8m). If constructed from diamond mesh, the fence must have a stiff wire at the top to support it and be properly pegged into the ground at the bottom. The site must have one access point with a lockable gate. Please refer to addendum 2 page 19, for the fencing specifications. The fence must be kept in place and maintained for the entire building process. No game fencing or chicken wire will be permitted as fencing options. Shade netting may be required on boundaries adjacent to occupied erven. 	<p>The contractor will be denied access until the fence is in place.</p> <p>Incompliant fence will be fined R150, 00 per day that the fence remains incompliant.</p>
<p>5.2.6.2 <u>Storage Sheds/Huts</u></p> <ol style="list-style-type: none"> The contractor is permitted to erect green storage sheds/huts or containers within the boundaries of the building site and to a maximum height of 2,4m. The position of such structures must be indicated on the site diagram, which must be approved by the "THE ASSOCIATION". Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of the container, except for the required OHSa signage (see addendum 5, pg 22) 	<p>All structures that do not conform will be removed by estate staff</p>
<p>5.2.6.3 <u>Limits of building activity</u></p> <ol style="list-style-type: none"> All activities relating to the house construction must be confined to within the erf boundary where construction is taking place, unless permission has been granted by Estate Management to deviate from this specification. Permission to deviate from (i) will only be granted under exceptional circumstances. This specification only relates to location of staff, siting of storage bins, stockpiling of excavated earth, stockpiling of bricks. No rubble, building sand, cement etc is permitted to be stored outside the site boundary. 	<p>Contractor will be fined R150, 00 per transgression / day until such time as the equipment has been removed to within the site boundaries.</p>

5.2.7 <u>Ablution facilities</u>	Breach
<p>5.2.7.1 Contractors are required to erect ablution facilities for the duration of the contract prior to commencement of construction / excavation.</p>	<p>Contractors will not be permitted onto the estate</p>
<p>5.2.7.2 The number of facilities must comply with the SABS standards of 1 toilet per 15 workers.</p>	<p>Contractors will be fined R250 per day that there are insufficient toilets</p>



<p>5.2.7.3 Toilets are to be placed on even dry ground, and not in areas of running water.</p>	<p>Contractors will be fined R250 per day that the toilet is not sited properly</p>
<p>5.2.7.4 No chemical spillages are to occur during the cleaning process. A contingency plan for spills must be in place.</p>	<p>Contractors will be fined R1000 for a chemical spill</p>
<p>5.2.7.5 Toilets are to be emptied at least once a week, and before weekend, public holidays and shutdown periods. Plumbed toilets are preferable to chemical toilets</p>	<p>Contractors will be fine R100 per day that the toilet is not clean</p>
<p>5.2.7.6 All ablution facilities must be maintained in the following manner:</p> <ol style="list-style-type: none"> a. They must be clean and with no foul odours b. They must be secured at all times to prevent them from blowing over. c. They must be well maintained, in that, doors are firmly affixed and are lockable. 	<p>Contractors will be fined R250 per transgression noted</p>

<p>5.2.8 <u>Waste Management</u></p>	<p>Breach</p>
<p>All contractors are to provide bins or a waste receptacle on site for the storage of solid waste and litter. Bins are to conform to the following requirements:</p> <ol style="list-style-type: none"> i. All bins / litter receptacles are to be secured to prevent them from blowing over. ii. Bins / litter receptacles are not permitted to overflow. Bins are to be emptied regularly to ensure that they do not overflow. iii. Contractor is to ensure that no litter is able to blow out of the bin / litter receptacle. iv. Litter will not be permitted to be buried / burned / stockpiled on site. v. No litter is permitted to lie unsecured on the ground 	<p>Contractor will be fined R250 per transgression noted</p>

<p>5.2.9 <u>Protection of existing trees</u></p>	<p>Breach</p>
<p>The contractor is required to protect any trees which exist on the plot. This must be done in the following manner:</p> <ol style="list-style-type: none"> i. All trees are to be surrounded by a green shade cloth screen at least 0.5m away from the tree. This screen is to be maintained for the duration of the construction period. 	<p>Contractor will be fined R100 for every day that trees are not screened</p>

<p>5.2.10 <u>Protection of the drainage line</u></p>	<p>Breach</p>
<p>This point is with particular reference to all Site D plots. (Those plots situated adjacent to any wetland and or stream). The following conditions apply:</p> <ol style="list-style-type: none"> i. All boundaries adjacent to wetland, stream or drainage channels are to be screened off first as per the specifications listed in clause 5.2.6.1 Screening of building sites. ii. Absolutely no construction, stockpiling, cement mixing or any other construction activities are to take place within 5m of the relevant wetland system. 	<p>Contractor will be fined R500 per transgression noted.</p>

<p>5.2.11 <u>Materials handling, storage and stockpiling</u></p>	<p>Breach</p>
<p>Cement, cement powder and cement water is a contaminant. It is a high pH. Spillage of dry cement powder and runoff / infiltration into the ground from cement water will affect both soil (and water) pH negatively.</p> <p>Careless handling of cement products resulting in spillage will have seriously detrimental effects on the surrounding environment.</p>	<p>Any contamination by cement will be viewed seriously, see below for individual fines</p>



<p>5.2.11.1 <u>Cement Mixing</u></p> <p>No cement mixing is to take place directly on the ground. All cement is to be mixed on an impermeable surface such as:</p> <ul style="list-style-type: none">a. Mixing trays with bunding on the sides to prevent leaksb. Plastic or "dugga" boards with a protective edge to prevent leaksc. The cast cement floor / slab (Ideally) <p>It is essential that the soil is protected. The contractor is to make every effort to ensure that there is no soil / ground contamination as a result of cement mixing or any other cement work.</p>	<ul style="list-style-type: none">• The contractor will be fined R500.00 for mixing cement directly on the ground.• The contractor will be fined R500.00 for any runoff / infiltration noted arising from cement mixing
<p>5.2.11.2 <u>Washing of equipment</u></p> <p>NO equipment is to be washed directly onto the ground, onto the road, into the stormwater catchpits, into any surrounding vegetation or into any of the wetland / river systems.</p> <p>In addition, the contractor is to ensure that no cement water accidentally finds its way into any of the above mentioned areas.</p> <p>The following rules apply with respect to the washing of equipment:</p> <ul style="list-style-type: none">i. Any / all Equipment such as:<ul style="list-style-type: none">a. Wheelbarrows,b. Paint buckets, brushes, rollers and trays,c. Cement trowels and palettesd. ANY other equipment which is used on site, is to be cleaned in the following manner:ii. The contractor is to implement a washing pit / washing sump on site. This pit / sump is to be situated on the opposite side to the riverine area (if applicable).iii. This pit / sump is to be installed PRIOR to the commencement of ANY cement workiv. Please refer to addendum 3 page 20 for method statement and construction details for washing pit / sump.	<p>The contractor will be fined R500.00 per transgression noted.</p>
<p>5.2.11.3 <u>Concrete deliveries</u></p> <p>The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. The following rules relate specifically to the concrete delivery vehicles.</p> <ul style="list-style-type: none">i. The Contractor shall ensure that drivers of concrete delivery vehicles are briefed on this document.ii. Under no circumstances may concrete be spilt onto the road surface. The contractor will be held responsible for the repair to the road if this occurs.iii. The discharge chutes of readymix trucks are to be cleaned into the above mentioned washing pit / sump prior to leaving the building site.iv. The building contractor will be liable for penalties incurred by a concrete delivery vehicle.	<p>The contractor will be fined R500.00 per transgression noted.</p>
<p>5.2.11.4 <u>Removal of Contaminated soil</u></p> <p>Contaminated soil as a result of a concrete or cement spill is to be removed to the rubble pile and subsequently off site.</p>	<p>The contractor will be fined R500.00 for any contaminated soil that is not removed</p>



<p>5.2.12 Refuelling and Oil spills</p>	<p>Breach</p>
<p>There is to be no overnight storage of fuel on site. All power-generated equipment is to be well maintained and have no fuel or oil leaks When refuelling on site the following must be adhered to:</p> <ul style="list-style-type: none"> i. All refuelling must take place on an impermeable layer (plastic or drip trays). ii. All contractors must have available on site an environmentally friendly oil spill cleanup product such as "oilcap" to clean up oil spills. <p>Vehicles with oil leaks will not be permitted onto the Estate</p>	<p>Contractors will be fined R150, 00 for any oil spills noted. In addition, estate staff will remove the oil spill with the contractor to carry the cost thereof.</p>
<p>5.2.13 Environmental Training</p>	<p>Breach</p>
<ul style="list-style-type: none"> i. All contractors and sub-contractor personnel will be required to be briefed on the Contractors Agreement (this document) and the Site Environmental Management Plan. ii. The main contractor must induct his staff before work will be allowed to commence on the Estate. iii. A register is to be kept of all staff members participating in the environmental education process. This register is provided as part of the induction package. iv. It is the contractor's responsibility to ensure that all the subcontractors receive environmental training. Please refer to clause 2.3 Qualification of Contractors. 	<p>Only contractors who have participated in the induction process will be permitted to commence with building.</p>
<p>5.2.14 Landscaping</p>	<p>Breach</p>
<p>Contractors are not permitted to remove any indigenous plants or trees located on the site. Please refer to section 5.2.9: Protection of existing trees.</p>	<p>Contractor will be fined R500, 00 per tree / plant removed.</p>
<p>5.2.15 Demarcation of eating areas</p>	<p>Breach</p>
<p>Eating areas are to be restricted to the construction site only. No littering from lunch bags is permitted. There should be a designated area on site for littering.</p>	<p>Contractor will be fined R100,00 for any transgression noted</p>
<p>5.2.16 Water Pollution, Prevention and Management</p>	<p>Breach</p>
<ul style="list-style-type: none"> i. No pollution of the groundwater is to occur. This includes the water table, stormwater and wetland / riverine areas. ii. NO cement mixing it to take place any where near any water system such as adjacent riverine / wetland areas or anywhere near a stormwater catchpit. iii. NO other chemical / substance are to be dumped into puddles, onto the ground, washed out onto the ground (refer to section 5.2.11.5: Washing of equipment) or poured into stormwater catchpits, or riverine / wetland systems. 	<p>The contractor will be fined R500.00 per transgression noted.</p>
<p>5.2.17 Water Resource Management</p>	<p>Breach</p>
<p>Water is a scarce resource in the Western Cape and water shall be conserved wherever possible.</p> <ul style="list-style-type: none"> i. Taps and hosepipes are not permitted to leak. All leaking water fixtures are to be repaired immediately. 	<p>Contractor will be fined R150, 00 per leaking water fixture noted.</p>



5.2.18 <u>Fire Prevention</u>	Breach
5.2.18.1 No open fires will be permitted on the building site. However, should the contractor wish to have a braai on the site, he should make an application to Estate Management and he will be subject to certain rules which will be specified,	The building contractor will be fined R3000.00 per offence
5.2.18.2 No fuel storage will be allowed on site.	The building contractor will be fined R1000.00 per offence.
5.2.18.3 All sites to be in possession of a fire extinguisher at all times.	The building contractor will be fined R1000.00 per offence.
5.2.18.4 No smoking is permitted on any site in any place other than the designated smoking area (Inside the container or the "shell of the house")	The building contractor will be fined R3000.00 per offence
5.2.18.5 The building contractor will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.	

5.3 ADVERTISING AND SIGNAGE

5.3.1 <u>Contractors Board</u>	Breach
i. The contractor or his sub-contractors are <u>not permitted</u> to place any advertising material on the Estate or anywhere on the site. ii. The contractor is required to erect an approved contractor's board at the site for the duration of the construction period as specified by the association. Please refer to addendum 4 pg 21 for specifications. iii. This board must be erected within two weeks of commencement of construction. iv. Contractor's boards must be removed no later than one month after the construction has been completed. Refer to addendum 3 for specifications.	<ul style="list-style-type: none"> • Any other advertising material will be removed from the erf. • Failing the erection of the sign a fine of R100, 00 per day that the sign is not erected will be issued.

5.3.2 <u>Safety and Construction Signage</u>	Breach
Contractors are to erect safety and construction signage on the fencing at all access point as well as displayed on containers. Signage is to be visible and in good condition See Addendum 5 on page 22 for examples of construction signage.	Signage is to be erected prior to commencement of building / construction



5.4 VEHICLES

5.4.1 <u>Sizes Allowed</u>	Breach
<p>Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate:</p> <ul style="list-style-type: none"> i. Only fixed axle design vehicles will be allowed. No articulated vehicles will be permitted ii. Maximum length = 9.1m iii. Maximum Width = 2.6m iv. Maximum gross mass = 20,000kg v. Maximum axle weight = 8,000kg vi. Maximum Height = 	<p>Vehicles larger than the above will be denied access to the Estate.</p>
5.4.2 <u>Deliveries to Contractors: General deliveries</u>	Breach
<ul style="list-style-type: none"> i. Contractors will at all times be responsible for the delivery personnel, in accordance with this agreement. ii. The contractor shall ensure that all delivery times will be limited to public times as defined under 5.1.3 above. iii. The contractor shall ensure that the size of delivery vehicles will be limited as defined under 5.4.1 above. iv. The contractor shall ensure that deliveries to the building site will take place only from the street frontage of the site. Access across adjoining erven may only be gained after obtaining written permission from the homeowner of such erf. A letter must be lodged with the "THE ASSOCIATION". v. The contractor has the responsibility of advising the entrance security staff in the morning of the details of the deliveries expected that day. vi. Cargo/materials being transported onto the estate to be secured under cover to prevent debris falling onto the road. 	<p>Penalties levied on the building contractor will be the same as if the contractor's employees were guilty of the transgression.</p>
5.4.3 <u>Speed Limit</u>	Breach
<p>For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 30kph.</p> <p>The contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to this rule.</p>	<p>The contractor will be fined an amount of R500, 00 per transgression. Continuous non-compliance will result in the contractor being expelled from the site.</p>
5.4.4 <u>Cleaning of vehicles/equipment</u>	Breach
<p>Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere.</p> <p>All roads are to be cleaned prior to the Contractor leaving the site.</p>	<p>The building contractor will be fined R500, 00 per offence</p>



5.5 HEALTH AND SAFETY

5.5.1 Stonehurst Mountain Estate believes that the responsibility of the management of health and safety concerns is an integral part of the building process.

The responsibility rests with the homeowner to ensure that their contractor adheres to the OHSA (Construction Regulations) enforcing a safe working environment for all staff members working at all times

5.5.2 Please refer to Addendum 6 on page 23 for the Health and Safety Checklist which must be signed and returned to the Estate.



5.6 BUILDING PLAN CONTROLS

5.6.1 Verge / Sidewalk deposit	Breach
<p>Access to the building sites will not be permitted until the following the Building Deposit has been paid by the homeowner to the "THE ASSOCIATION". A Building Deposit of R5 000,00 is to be paid to "THE ASSOCIATION" before building commences, which is refundable, without interest, provided there is no damage to the Estate.</p>	<p>No contractor will be permitted to commence building until the deposit has been paid.</p>
5.6.2 Plans and site setup	Breach
<p>i. The building contractor must ensure that a copy of the signed approved building plan must at all times be on site available for inspection by the homeowner's representative.</p> <p>ii. Any variations to the approved building plan must be submitted to the "THE ASSOCIATION" or their authorised representatives, for signed approval and may only be implemented once the approved variation is available to the contractor.</p> <p>iii. Prior to commencing building the contractor must:</p> <p>(i) set out the foundations for inspection and approval by the "THE ASSOCIATION";</p> <p>(ii) Confirm the height of buildings with the "THE ASSOCIATION";</p> <p>(iii) set out and confirm the form of driveway with the "THE ASSOCIATION";</p> <p>(iv) Provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries</p>	<ul style="list-style-type: none"> • The contractor will be denied access to the Estate until the above documentation is in place. • The contractor will be required to remove any structures that do not conform to approved plans.



SIGNED AT..... ON 200.....

STONEHURST MOUNTAIN ESTATE OWNERS ASSOCIATION:

NAME:

SIGNATURE:.....

THE OWNER:

NAME:

SIGNATURE:

THE CONTRACTOR:

NAME:

SIGNATURE:

REF: CC /SME/17NOVEMBER2008



Addendum 1

NHBRC Compliance CHECKLIST

		Details	Sign
1	Register house with NHBRC		
2	Current / up to date registration and number		
3	Insurance:		
3.1	Builders All Risks (Home Owner)		
3.2	Risk of Collapse (Slope Dependant)		
3.3	Third Party Insurance		
3.4	Public Liability		
3.5	Workmen's Compensation		
4	Appointment of Competent person (engineer)		
5	Geotechnical Report / Investigation		
6	Building Inspector and Municipal requirements:		
6.1	Setting out and checking of pegs		
6.2	Sewer Line inspection		
7	NHBRC inspector to inspect foundations prior to pouring of concrete		
8	Final Site Inspection (Occupation Certificate)		

Signed:

Builder _____ **Date** _____

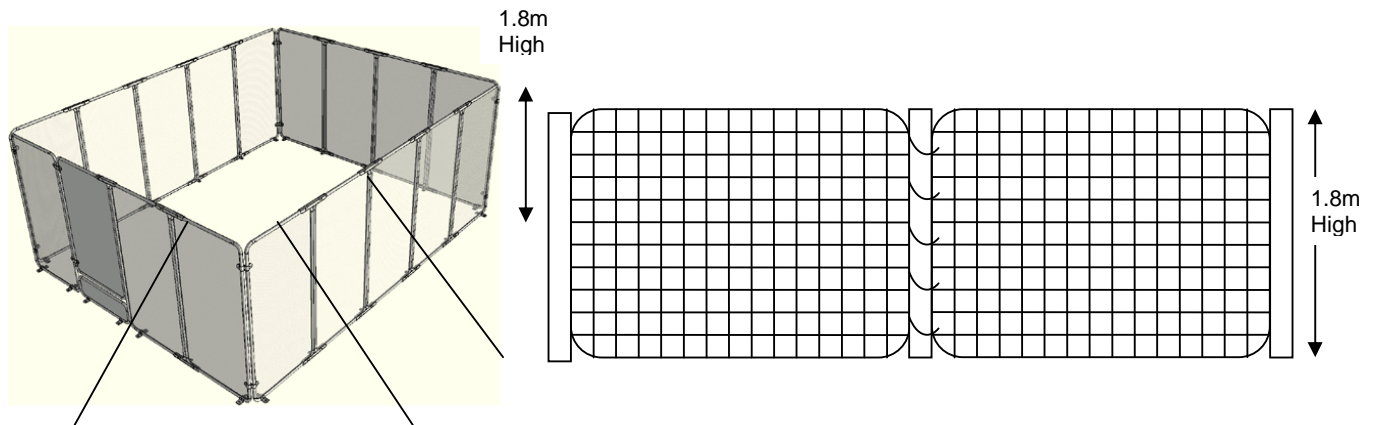
Home Owner _____ **Date** _____



Addendum 2

Fencing Specifications:

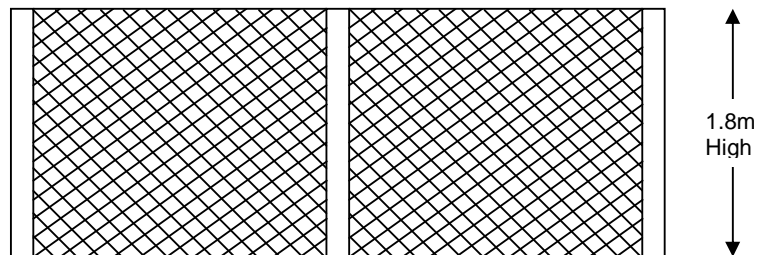
OPTION 1: READY FENCE PANELING



Specifications:

- 1 Fencing is to surround site entirely.
- 2 May be supported with guide ropes
- 3 Panels to be securely wired together
- 4 Fencing to be securely stabilised in the ground
- 5 Fencing is to be maintained at all times

OPTION 2: DIAMOND MESH FENCING



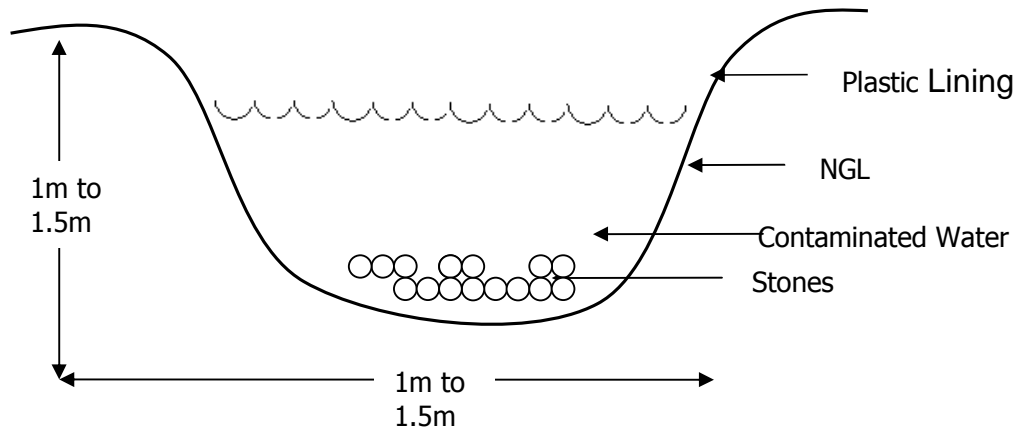
Specifications:

- 6 Fencing is to surround site entirely.
- 7 May be supported with guide ropes
- 8 Fencing and stanchions are to be the same height (1.8m)
- 9 Fencing to be securely stabilised in the ground
- 10 There is to be a support wire at the top of the fence to ensure it is sturdy
- 11 Fencing is to be maintained at all times
- 12 Screening / shade netting may be required on fencing adjacent to occupied properties



Addendum 3

Washing Pit Specifications



METHOD STATEMENT (This information is to be included on the SEMP)

PROPOSED ACTIVITY (Give title of method statement):

Implementation of an Equipment Washing Pit / Sump

WHAT WORK IS TO BE UNDERTAKEN (Give a brief description of the works):

To use as a receptacle for all equipment washing operations

WHERE ARE THE WORKS TO BE UNDERTAKEN (Where possible, provide an annotated plan and a full description of the extent of the works):

Describe where your pond is and indicate it on your site map. If the pond is going to be moved in the future indicate the future locality. Where is your drum going to be located for the washing of tools?

START AND END DATES OF THE WORKS FOR WHICH THE MS IS REQUIRED

START: Commencement of Project	END: Conclusion of Project
--------------------------------	----------------------------

HOW ARE THE WORKS TO BE UNDERTAKEN (Provide as much detail as possible, including annotated sketches and plans where applicable):

Describe your pond (draw a picture?) What are you planning on washing in this pond? Wheelbarrows? How many? Ensure your pond is big enough to accommodate all your wheelbarrows! How are you going to mitigate bank erosion of your pond from washing wheelbarrows? Also consider recycling of the water in the pit?

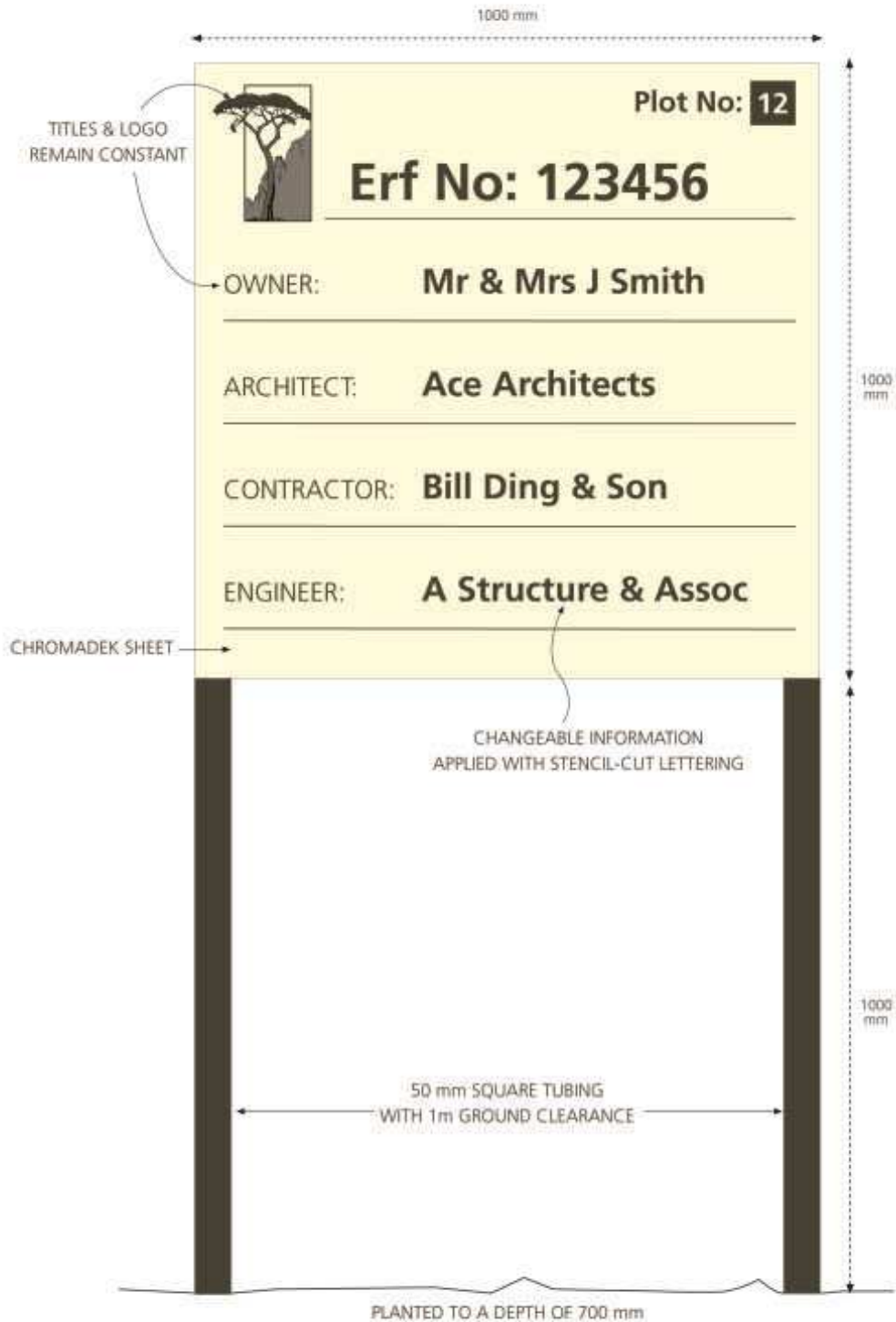
ENVIRONMENTAL PROTECTION (Describe procedures that will be followed to ensure that no damage, disturbance or pollution of the environment occurs. Including a description of the remedial process to be undertaken should such damage occur?)



Addendum 4

Homeowner's Contractors Board

For production of board contact Fred Bailey; Futura Signs; Tel: 021 551 1814, e-mail: futuresigns@mweb.co.za





Addendum 5





Addendum 6

HEALTH and SAFETY INSPECTION CHECKLIST

Name:

Capacity:

Site Checked:

Date:

Items to be Implemented	NOTES
Signage	
"No-Unauthorized entry" signs are to be displayed	
General safety signage to be displayed prior to construction commencing (see addendum 4)	
Emergency numbers to be displayed	
Personal Protective Equipment	
All workers to wear PPE (hard hats if working above the head, safety boots, dust masks if necessary, gloves etc)	
Any visitor coming to the site must wear PPE	
All PPE is to be in good working condition (clean, not full of holes)	
A register is to be kept of all PPE issues	
All workers working on the roofs are to wear harnesses at all times	
Housekeeping	
Site is to be clean and tidy at all times. "A clean site, is a safe site"!	
Bricks, off cuts, dagha, rubble, spillage to be removed regularly	
All equipment and material to be stored in a safe and neat manner	
Scaffolding/Formwork/Support-work	
Scaffolding to be properly and safely constructed. Scaffolding is not to be rickety; safety signage is to be erected on scaffolding.	
Scaffolding is to be tethered at all times	
All workers on scaffolding are to be harnessed.	
Electricity	
Warning signs to be on DB box	
Electrical cables are not to be left lying around	
Do not use water nearby anything electrical	
Fire Protection	
There must be a fire extinguisher on site at all times	
No fuel is to be stored on site overnight. Only enough fuel for the day	
Fuel to be stored in a cool place in UV protected containers	
Cigarette butts are to be properly extinguished. Do not leave smouldering	
Excavations	
All excavations are to be demarcated with danger tape	
Boards are to be placed over trenches for access purposes	
Ladders are to be in trenches which are over a meter deep	
Tools	
Workers are to be properly trained to use all tools on site	
Tools are to be clean and in good working order, especially electrical tools	
Deliveries and Materials	
Delivery trucks are not permitted to speed or leak oil.	
Delivery / removal trucks are to be covered with shade cloth to prevent soil / rubble from falling out.	
Materials are to be offloaded in a safe manner.	
All delivery vehicle drivers are to have drivers licenses	
Delivery vehicles are not to block access to site or roads	
Health and Hygiene	
Toilets are to be clean, toilet paper and soap to be on site	
Toilets are not permitted to smell or leak	
Eating area is to be safe, clean and tidy	
First Aid Box to be on site and fully stocked	

