



DEVELOPERS AND CONTRACTORS
PROTOCOL

MAY 2018

REVISION 3

DEVELOPERS AND CONTRACTORS PROTOCOL

A. Definitions:

- **Tongaat Hulett Developments (THDev)** - being the primary land developer
- **Association** - being the Sibaya Precinct Master Management Association (SPMMA)
- **Developer** - being the owner/developer of sites within SPMMA who may award building contracts to a third party
- **Contractor** - being the building contractor appointed to undertake building works within SPMMA and is deemed to include all agents and subcontractors of the contractor
- **Open spaces** - being wetlands, buffer and open areas
- **Site** - being within and including the cadastral boundaries of the property.
- **DRP** - the SPMMA's Design Review Panel
- **EMP** - being the Environmental Management Plan for Sibaya Coastal Precinct for Node 1, 5, 4, 3 & 2 (whichever is applicable)

B. Preamble:

1. This document forms part of the deed of sale and must be read in conjunction with the EMP for the relevant Node within Sibaya Coastal Precinct
2. Sibaya Coastal Precinct has been approved by the Department of Agriculture & Environmental Affairs, KwaZulu Natal.. The Precinct is governed by a series of approved EMP's (relevant to each Node within Sibaya Coastal Precinct) which is to be strictly adhered to. The contractor shall ensure that the provisions of the EMP are implemented and adhered to at all times under the guidance of their appointed Environmental Control Officer (ECO).
3. All construction related work will visually impact the environment. Each contractor must, therefore, take care to control this impact and comply with both the EMP and any reasonable requests may be made by the Association from time to time.
4. The manner in which a site is prepared prior to the commencement of actual building work will have more impact on the state of the environment than at any other stage of the development. For this reason THDev and the Association requires the following procedures to be strictly adhered to:

C. Prior to the commencement of construction:

The following conditions are to be fulfilled prior to the commencement of construction:

1. Payment of the applicable verge deposit / infrastructure damages deposit fee must be made by the Developer and/or the Contractor to the Association. This fee may change from year to year within the sole discretion of the Association and is the responsibility of the Developer and Contractor to obtain the latest

deposit amount.

2. Written notice furnished by the Developer to the Association not less than 14 days prior to the Developer's occupation of the site must be provided by the Developer to the Association notifying the Association of the Developer's intention to occupy that site and the aforesaid notice is required to provide the names and contact details of the Contractor which has been appointed to either supervise or carry out the site preparation work and/or any other work on any site within the Sibaya Precinct.
3. Approval confirmation from the local authority confirming the approval of the architectural submission plans, the stormwater management plan and the landscape plan.
4. A copy of the Approved Plans (architectural, stormwater and landscaping) provided to the Association.
5. A site handover must have occurred with the client, main contractor and principal agent attending this meeting. The contractor will be briefed at site hand over on the terms and conditions of this document.
6. Boundary pegs and datum have been handed over by the Association's approved land surveyor. The onus of correctly placing the top structure footprint within the site lies with the Contractor and must be conducted by a qualified Land Surveyor appointed by the Developer/Contractor.
7. A copy of the ECO's and Safety Officer's letter of appointment for the site provided to the Association.
8. The name and contact number of the Principal Agent appointed by the Developer. Appointment letter signed by the Principal Agent.
9. A site development plan indicating
 - i. Site establishment
 - ii. toilet facilities
 - iii. site access
 - iv. laydown area
 - v. refuse and rubble control
 - vi. storm water control
 - vii. boundary fencing and work space requirements
 - viii. the location of the driveway providing access to the site

D. Procedure on site occupation:

1. All communication regarding the building work will be conducted through the Principal Agent and the Precinct Manager.
2. The Contractor is responsible for the security on site and must supply the Management Association with details of the security arrangements.
3. The location of the driveway, as indicated on the site development plan, must be clearly marked and this will be the only access used by the Contractor or any site contractor onto the site.
4. Services in the verge which are traversed by the driveway are to be sleeved. The costs to sleeve services will be for the Developer's account.
5. No street furniture will be removed without the express prior written consent of the Precinct Manager. Once approved the cost of such removal will be for the Developer's/owner's account.
6. Before earthworks and construction commences, the perimeter of the development site must be screened (with 1,8m high green 80% factor shade

cloth and suitable support) at the Developer's cost along the full length of the boundary, leaving provision for access.

- a. The site must be closed after working hours with a suitably constructed gate (covered in green 80% factor shade cloth). External batons are to be painted dark green. The shade cloth is to be maintained to an acceptable standard at all times, and any repairs to such shade cloth are to be immediately attended to on 2 (two) days written notice by the Association to the Developer.
7. Only that portion of the allowed footprint on the site which is required for building work and the driveway may be cleared of vegetation during the construction phase.
8. Only containers and park homes are allowed on site to be used for storage of materials or site offices. No caravans or Wendy houses may be used. Containers can be white or forest green in colour only.
9. Regular inspections will be carried out during the building operations to ensure that there is no encroachment on to the open spaces or adjoining sites. Should any damage occur to the vegetation it is to be repaired as soon as possible at the Developer's expense.
10. Wherever possible all Contractor's yards and camps will be located in disturbed areas, which will be approved by the Association prior to work commencing. These must be screened at all times.
11. No contractor will be permitted to extend its activities beyond the boundaries of the site. The necessary precautions to prevent pollution, contamination or nuisance to adjoining areas or sites must be taken at all times.
12. Contractors must make adequate provision for screened temporary chemical toilets situated on site for the use of their employees on the site and these are to be kept neat, clean and hygienic at all times.
13. All Cut to Spoil material removed off site must be disposed of at an approved spoil site and the Contractor must keep traceable records, and produce such records immediately upon request by the Association.
14. Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout development. Ad hoc rubbish pits and the burying of building rubble will not be permitted. All refuse must be removed from site and disposed of at the EThekweni Municipality's refuse site (or similarly approved sites) on at least a weekly basis. Builders' rubble may not be retained on site, but is to be removed weekly.
15. No refuse or other material may be burned on site or anywhere within the Sibaya precinct.
16. No trees or shrubs may be removed without prior written permission of the Association.
17. Contractors must take great care to avoid the introduction of any alien plant species to the site, or to the Sibaya precinct.

18. The contractor must exercise special care with the storage, handling and transport of all materials which could adversely affect the environment or damage the roads and verges.
19. No trees or shrubs may be removed, disturbed or pruned within the open spaces. Any breach of this will be treated most seriously and a fine of R10 000,00 per tree, shrub or per any other related offence may be imposed by the Association in its sole discretion.
20. The developer must take specific notice of the steepness and soil characteristics of the site and must familiarise itself with the potential problems of erosion when working on site and take all necessary precautions to prevent such erosion.
21. Gravel is to be placed on at least 3m of the entrance to the site in order to minimise the amount of soil "driven off site" by vehicles during construction. Adequate storm water controls must be kept in place to prevent any soil wash-away, and additional storm water controls must be introduced should the Association in its sole discretion deem such additional controls necessary.
22. Measures are to be implemented to control storm water run-off from site and are to be approved by the Association and the local authority, if applicable prior to the commencement of work on site.
23. Contractors or their staff involved in the development sites may not enter protected open spaces at any time.
24. Contractors are requested to consider adjoining landowners especially where adjoining sites have been developed. This has specific reference to working hours, noise, staff changing and ablution facilities and general housekeeping. Failure of the Contractors to provide such consideration will result in the Association providing 10 (ten) days written notice to the Contractor and on further failure to adhere the Association may follow the Breach Procedure as set out in O. hereof.
25. Where adjacent sites have been completed and occupied, construction noise must be kept to a minimum wherever possible both from the nuisance factor to adjoining landowners and the detrimental impact upon the natural fauna. In particular the use of sirens and hooters will not be permitted.
26. No slaughtering of any animals on site or in open spaces
27. No fires will be permitted and developers must make adequate alternative arrangements.
28. All developers/contractors are to ensure that the roads and verges alongside their sites are to be kept neat and tidy at all times.
29. Developers must make provision in a responsible manner to prevent direct or indirect contamination of the water or pollution of the site. Adequate precautions to prevent run-off water and spillage from reaching roads and the open spaces must be made.
30. The development can become vulnerable to water and wind erosion and contractors must ensure that proper and adequate precautions are taken at

all times to control erosion through the use of cut-off drainage, vegetative retention methods or whatever other approved methods the Association deems necessary.

31. Washaways or erosion must be contained at all times by acceptable storm water control methods. Careful monitoring of the storm water management during construction will be undertaken by the Association.
32. All retaining wall systems should be put in place without delay and in accordance with an engineer's design and approved by the aesthetics committee, being designed as per the requirements of the Building Design Code. All engineer designed banks and retaining wall systems will require a certificate from an appointed engineer prior to a final building completion certificate being issued by Ethekewini Municipality.
33. Dry Stack retaining walls i.e. loffelstein walls are to be planted immediately.
34. All construction at Sibaya Coastal Precinct must comply with the requirements of the Occupational Health and Safety Act and, more specifically with the New Construction Regulations and The Compensation for Injuries and Diseases Act

E. Parking:

1. Construction vehicles shall not be parked in any area other than on the building site. No construction vehicles are to park on any verges. Vehicles shall be parked with due consideration for other users of the road. Any damage caused by parking of construction vehicles will be repaired by the Developer or Contractor at its expense.

F. Storage of materials:

1. All construction materials shall be stacked neatly behind the shade cloth on the site.

G. Labour and local sub-contractor procurement & control:

1. Every effort is to be made to employ local sub-contractors and labour where possible. The Sibaya Coastal Precinct currently falls within two council wards and is in close proximity to two others. In terms of the current labour recruitment policy, it is the responsibility of the contractor to engage with the local ward councillor to appoint a CLO, through which local labour will be procured.
2. It is the responsibility of the developer/contractor to all times maintain control of the staff employed on site and in this regard, staff is deemed to include agents and subcontractors and the following shall apply:
 - a. The developer/contractor shall at all times maintain a register of staff employed on site (whether permanent or temporary) which register may be inspected by the Association from time to time.
 - b. Days and Hours of work – construction work shall be limited to the time between 06h30 and 17h00 Monday to Friday and no construction work will be allowed on Saturday, Sunday or public holidays unless authorised by the SPMMA in writing. The annual builder's shut-down period between December and January will be communicated via the

Association.

- c. Industrial Action: The Contractor must notify the Management Association immediately they become aware of pending, imminent or active Industrial Action and what actions are being taken to mitigate such actions.
- d. Contractors may allow security personnel to stay overnight on site provided full particulars of such staff are recorded with the Association in advance.
- e. Contractors are responsible for the conduct of all the sub-contractors on site. It is the main contractor's responsibility to ensure that all sub-contractors are made aware of and abide by the Environmental Management Plan and this document.
- f. The contractor shall provide the Association with the 24-hour contact details of its representative authorised to respond to any emergency calls.
- g. All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Precinct. The Precinct Manager or the Security Manager shall have the right to control behaviour and noise generated by construction workers and to remove disruptive or disrespectful workers from the Precinct.
- h. No afterhours work is permitted unless with the prior written consent of the Precinct Manager or the Security Manager.
- i. A supervisor or foreman shall be appointed to control the site. He is to be on site or immediately available during working hours and will be deemed to be representing the contractor in that person's absence.
- j. The contractor will ensure that all contractor and sub-contractor employees engaged are aware of and abide by the Security Rules, the Contractors Protocol and the EMP rules and regulations.
- k. No consumption of alcohol or illegal substances is permitted on site unless there is a specific occasion (i.e. a roof wetting) in which case prior written consent is to be obtained from the Precinct Manager. Fines will be issued for non-compliance.

H. Connection to services:

Application for connection to all services (sewer, water, and electricity) is to be made with the relevant local authority. No illegal connections, including to irrigation lines, will be permitted.

The Management Association must be notified of any Fibre requirement prior to ordering.

I. Responsibility for damage to property:

The purchaser/owner will ultimately be held responsible for any damage resulting from the negligence of any parties in their employ.

J. Meetings:

THDev or the Association may from time to time call upon the developers/contractors to attend meetings to address matters of mutual concern. It is incumbent upon the developer/ contractor to ensure that a qualified representative attends such meetings.

K. Fines:

Contraventions of the above protocol will attract letters of warning and if the problems persist the Association will be entitled to impose fines on the developer/ contractor. A list of fines is attached to this document as Annexure B. *Such fines will be paid to the SIBAYA PRECINCT MASTER ASSOCIATION to be used in the rehabilitation of damages where applicable, or as the Association may deem fit.*

L. Signage:

1. Permitted: one (1) contractor's / professional board (i.e. a board listing the professional and project team employed on the works) and one (1) development board shall be permitted. These shall comply with the following requirements: -
 - i. Position, size and detail of the boards require the prior written consent of the Precinct Manager
 - ii. Maximum size shall be 6.000mm x 3.000mm
2. The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times
3. Boards shall be removed within two (2) weeks of first occupation of the building
4. The Manager may give notice to any Member to remedy any contravention in respect of Developer/Professional/Contractor boards. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties
5. The sample layout of the professional /developer's sign board is attached hereto marked Annexure "A".

M. On completion of building work:

At the conclusion of the construction work, the contractor shall restore all pavements, roadways, verges, ditches and drainage channels to their original condition save for the instances where the approved design calls for an amendment. Verges must be reinstated to the Precinct Landscaping plans and standards. The Association will only sign off the As-built plans once the completion inspection reveals that the site and the affected verges are in a neat, safe condition. By the end of the building phase, the developer will be required to implement, as soon as practically possible, an approved landscape plan of their site in order to minimise wind and water erosion.

The deposit will only be refunded once the Association is satisfied that the verges are in a satisfactory condition, that all fines are paid (if applicable) and the building has been built as per the approved as-built plans.

N. Deviation from approved plans:

The Contractor shall not deviate from the approved plans without the approval by the DRP and the Local Authority.

O. Breach:

In the event of the Contractor being in breach of any obligations in the Protocol, Association shall in its sole discretion be entitled to one or more of the following remedies: -

1. Give written notification to the Contractor to remedy the breach within 24 hours (or a more reasonable time depending on the extent of the breach) or as provided for in any clause within this Protocol.

2. Close the Contractors access to the site if there is an unsafe working environment, until the breach/es have been remedied.
3. Insist on rectification of the breach at the cost of the Contractor.
4. Issue a written warning
5. Imposition of a fine or other sanction as determined by the Association in its sole discretion in terms of Annexure B to this Protocol.

ANNEXURE A: DEVELOPER'S SIGN BOARD LAYOUT

2.400MM WIDE X 6.000MM HIGH

**PROPOSED NEW DEVELOPMENT FOR ABC (Pty) Ltd
ON LOT xx SIBAYA PRECINCT**

<u>PROJECT MANAGER</u> ABC PROJECTS		031-5555555
<u>ARCHITECT</u> ABC ARCHITECTS		<u>031 - 5555555</u>
<u>QUANTITY SURVEYOR</u> ABC SURVEY PROJECTS		<u>0315555555</u>
<u>CONSULTING ENGINEER</u> ABC & ASSOCIATES		<u>0315555555</u>
<u>ELECTRICAL ENGINEER</u> ABC DESIGN ASSOCIATES		<u>0315555555</u>
<u>CONTRACTOR</u> ABC & SON BUILDING (PTY) LTD		<u>031 5555555</u>
<u>LANDSCAPER</u> ABC LANDSCAPES		<u>031 - 5555555</u>
<u>ENVIRONMENTAL CONSULTANT</u> ABC ENVIRONMENTAL		<u>031-5555555</u>
<u>COMMUNITY LIAISON OFFICER</u> ABC SERVICES		<u>031-5555555</u>
<u>CONTRACTOR/SITE AGENT</u> JOHN TREE	:	031-555555 / 088-5555555
EMERGENCY 24 HOUR CONTACT	:	JOHN TREE 088-5555555

ANNEXURE B: PENALTY PROTOCOL

The following procedures will be followed should any Contractor, Service Provider, Sub-Contractor or any of their employees/agents be in breach of any Rules and Regulations as set out by the Association.

1. Written or verbal notification will be given to the Contractor, Service Provider, Sub-contractor, or individual employee to remedy the breach within 24 hours as per the Schedule below.
2. A fine will be imposed as listed below or as decided by the Association's Directors with an administration fee of R200-00 charged per invoice issued. If the offence is repeated following the initial fine, fines will be imposed on a daily basis until such time as the fines are paid in full and the transgression rectified.
3. Rectification of the breach will be made at the cost of the purchaser should this breach not have been rectified within 24 hours (depending on the nature of the breach, where practical, a more reasonable time to remedy the breach may be considered).
4. If required, and depending on the nature of the breach, the Contractor's access to the site may be closed. Any contractual delay claims will be for the Contractor's expense.
5. The Contractor, Service Provider, Sub-Contractor or employee may be banned from the site should the offence continue to be committed.
6. The last resort will be a permanent banning from the Precinct.

The following is a fining guideline for the sole discretion of the Directors of the SIBAYA PRECINCT MASTER MANAGEMENT ASSOCIATION:

	OFFENCE	FIRST OFFENCE	SECOND OFFENC	REPEATED OFFENCE
1	Un-roadworthy vehicle	Verbal Warning	R500.00	R5 000.00
2	Dangerous negligent driving/tailgating	R500.00	R500.00	R2 000
3	Parking on Gardens/Vegetation	Warning	R500.00 + costs	R1 000.00 + costs
4	Parking – causing obstruction	Warning	R200.00	R500.00
5	Dangerous loads (people/goods)	Warning	R1 000.00	R3 000.00
6	Spillage on roads	R1 000 + costs	R2000.00 + costs	R5 000 + costs
7	Damage to trees/vegetation/verges or curbing	R5 000.00 + costs	R10 000 + costs	Banned from Precinct
8	Littering	Written Warning	R2 000.00	R5000.00
9	Interfering with game or attempted poaching	R50 000 and banned from the Precinct. Criminal charges laid		
10	Possession/sale of alcohol/drugs	R2 000.00	R5 000.00	Banned from Precinct
11	Abluting/washing in view of public	Written Warning	R1 000.00	R2 000.00
13	Damage to Light Poles, Street Furniture, facilities and fittings	R2 000.00 + costs	R5 000.00 + costs	R10 000.00 + costs
14	Damages to services	R2 000.00 + costs	R5 000.00 + costs	R5 000.00 + costs
16	Failure to secure site at end of working day	Verbal Warning	R2 000.00	R5 000.00
17	No/insufficient toilets on site	Written Warning	R2 000.00	R5 000.00 + closure of site until rectified
18	No/inadequate litter/refuse collection Facility	Written Warning	R2 000.00	R5 000.00 + closure from site until rectified
19	Burning/open fire on site	R500.00	R2 000.00	R5 000.00

20	Construction activity or storage of Equipment/materials on verge or Adjacent site	R5 000.00 + cost of rehabilitation	R10 000.00 + cost of rehabilitation	R20 000.00 + cost of rehabilitation
21	Deviation from Approved plan without Approval	R5 000.00	R10 000.00	Banned from Precinct
22	Building without approved plans/failure to comply with all Precinct requirements prior to construction commencing	R10 000.00	R20 000.00	Closure of site until compliance achieved
23	No Foreman/Supervisor on site	Written Warning	R1000.00	R2 000.00
24	Labour on site not appropriately Clothed i.t.o. safety regulation	Written Warning	R2 000.00	R5 000.00
25	Illegal signage	Verbal Warning	R1000.00	R5000.00
26	Failure to comply with written Notices/ Instructions	R2 000.00	R5 000.00	Closure of site until compliance achieved
27	Failure to install Contractor Sign Board within prescribed time	Written Warning	R2 000.00 after 7 day before 14 days	R5 000.00 after 14 day
28	Tampering with any services (water, Electrical, etc) or meter	R5 000.00 + costs	R10 000.00 + costs	R20 000.00 + costs
29	Encroachment over building lines or Boundaries or services	R2 000.00 + costs	R5 000.00 + costs	
30	Failure to comply with EMP	R5 000.00	R10 000.00	R20 000.00 + closure of site until rectified
31	Failure to install and maintain stormwater Controls during construction	R5 000.00 + costs of any damage	R10 000.00 + costs	Closure of site
32	Failure to build Stormwater Attenuation Tank if required	Written Warning	R2 000.00	R5 000.00
33	Failure to rehabilitate areas on instruction	R2 000.00 + costs	R5 000.00 + costs	Closure of site
34	Pollution not permitted in terms of the EM	R2 000.00 + costs	R5 000.00 + costs	Closure of site
35	Failure to erect and maintain 80% factor Green shadecloth	Verbal Warning	R2 000.00	R5 000.00
36	Unauthorised removal of trees or Vegetation	R5 000.00 + costs	R10 000 + costs	Closure of site
38	Unauthorised overtime work/weekend Work	R5 000.00	R10 000.00	Closure of site
39	Damage to roads	R2 000.00 + costs	R5 000.00 + costs	R20 000.00 + costs
41	Dry-stack walls not planted up	R1 000.00	R2 000.00	R5 000.00
42	Connection into water connection other than that belonging to the site	R1 000.00	R2 000.00	R5 000.00
43	Failure to remove builder rubble from site timeously	R2 000.00	R5 000.00	R10 000.00 + costs
44	Compromising any aspect of security	R10 000.00	R20 000.00	Closure of site
45.	Failure to produce monthly ECO reports	R1 000.00	R5 000.00	Closure of site
46.	Unlicensed driver or driver with incorrect drivers licence	R10 000 and banned from the Precinct		
48.	SPEEDING FINES 5 – 9kph over speed limit =R250 10 – 14 kph over speed limit = R500 >15kph over speed limit = R750 Third time repeat offender = R2 000			

All fines are to be paid within FOURTEEN DAYS of issuing. The fine can only be appealed once the fine has been paid in full.

Where any costs are incurred to effect repairs due to the above offences, the owner/purchaser of the site will be responsible to pay for such repairs. Failure to pay the fine or for the repairs within the period specified by the Association will result in access to the Precinct being suspended until such payment is received.

The Association reserves the right to revise the guideline of fines from time to time without notice.

The above list is not exhaustive and any breaches of any protocols not listed will be dealt with accordingly.

I of

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do hereby accept the terms and conditions of the Sibaya Precinct Master Management Association’s Developers and Contractors Protocol and Security Protocol, and undertake to abide by the rules and regulations of these at all times.

I/we also undertake to issue onward these rules onto our sub-contractors entering the Precinct from time to time.

All fines will be paid timeously irrespective of whether it is the main contractor or one of his sub-contractors that have committed the transgression.

We hereby also acknowledge the Environmental Management Plan (EMP), undertaking to adhere to the requirements of this EMP throughout the construction process.

Signed at on 20.....

.....
CONTRACTOR

.....
PROJECT MANAGER

.....
PRINCIPAL AGENT

.....
REPRESENTATIVE OF THE SIBAYA PRECINCT MASTER MANAGEMENT ASSOCIATION