

ZULULAMI ESTATE
DEVELOPERS AND CONTRACTORS PROTOCOL

A. Definitions

- “Zelpy” - being Zelpy 2084 Proprietary Limited, the primary land developer
- “Association” - being the Zululami Estate Management Association (RF) NPC
- “Developer” - being the developer/owner of a Site within Zululami Estate who may award building contracts to a third party
- “Contractor” - being the building contractor appointed by the Developer to undertake building works within Zululami Estate, and is deemed to include all agents and subcontractors of the contractor
- “Open Spaces” - being the wetland buffer and open areas
- “Site” - being the Owner/Developer’s property
- “EMP” - being the Environmental Management Plan for Zululami Estate
- “Municipality” - being the KwaDukuza Municipality

B. Preamble

This document forms part of the Contract of Sale and must be read in conjunction with the EMP.

All construction related work will visually impact upon the environment. Each Contractor must, therefore, take care to control this impact and comply with both the EMP and any reasonable requests made by Zelpy or the Association from time to time.

C. Prior to the commencement of construction

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

1. A damage deposit to be paid to the Association. This amount could change annually and the onus is on the Developer/Owner to obtain the latest damage deposit fee.
2. A construction levy will become payable to the Association. This amount will become due and payable monthly from commencement of construction until completion thereof. This amount could change annually and the onus is on the Owner to obtain the latest construction levy amount.
3. A letter from Council confirming the approval of the architectural plans and the stormwater management plan is to be provided to the Association.
4. A copy of the approved plans (architectural and stormwater) to be provided to the Association.
5. The contractor is to be briefed on the terms and conditions of this document.
6. A site handover has to have occurred with the Association's representative, Owner/Developer/Contractor and principal agent, if applicable, attending this meeting.
7. The name of the safety officer is to be provided to the Association.
8. The name and contact number of the Principal Agent, if one is appointed, is to be provided to the Association. The appointment letter is to be signed by the Principal Agent.
9. A copy of the ECO's letter of appointment, if an ECO is required for the site, is to be provided to the Association.
10. Approval of the landscaping plan from the Design Review Committee.
11. Proof that the contractor is NHBRC registered and has registered the development/dwelling with the NHBRC.
12. Security access arrangement for all workers are to have been made in accordance with the Security Protocol.

D. Introduction

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, Zelpy and the Association require the following procedures to be strictly adhered to.

E. Procedure

1. The Developer/Owner must give Zelpy or the Association at least 14 days' notice of his intention to start building or to clear the site, and at that stage provide the name of the Contractor who has been appointed to either supervise or carry out the site preparation work and other work. This record is to be kept at the Association office.

2. All communication regarding the building work will be done through the Architect of record. Day to day communication regarding the site will be with the main Contractor.
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 on to the site.
4. No street furniture will be removed without the express written consent of the Estate Manager. The cost hereof will be for the Developer's account.
5. A 1,8m high green shadecloth (80% factor) is to be placed around the site prior to ANY construction work commencing. Only with the approval of the Estate Manager will clearing or earthworks be carried out prior to shadecloth being placed around the site. Battens are required to secure the top of the shadecloth at 1.5m intervals. External battens are to be painted dark green.
6. The location of the footprint, actual foundations and the driveway between the site boundary and the footprint must be marked by a qualified land surveyor before any clearing may be done. Whilst the pegs will be pointed out to the owner by Zelpy earlier on, it is very likely that these pegs may have been moved/lost over a period of time and hence the necessity of re-pegging the site and footprint. Co-ordinates of the peg numbers can be obtained from the Association offices or Zelpy. The cost of re-pegging will be borne by the Developer/Owner.
7. Only that portion of the allowed footprint which is actually required for building work and the driveway may be cleared of vegetation during the construction phase.
8. The site must be closed after hours with a suitably constructed gate (covered in green 80% factor shadecloth).
9. Only containers are allowed on site to be used for storage of materials or site offices. No caravans, park homes or wendy houses may be used. Containers can be white or forest green in colour only.
10. 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/Owner's expense.
11. The speed limit on the Estate is 40km/hour.
12. Trucks no longer than 10m in length and not weighing more than 40 tons will be allowed in. No more than 40 truckloads per development will be allowed onto the Estate per day. As a rule of thumb, no trucks will be allowed onto the Estate if they are restricted from use on national and provincial roads. The driver of the truck is to provide a tally to the security personnel reflecting the tonnage of his truck.

The following items pertain directly to building sites and should be specifically noted by Developers and their Contractors:

13. Wherever possible all Contractor's yards and camps will be located in disturbed areas, which will be agreed by Zelpy or the Association prior to work commencing. These must be screened at all times.
14. No Contractor will be permitted to extend their activities beyond the boundaries of their site. The necessary precautions to prevent pollution, contamination or nuisance to adjoining areas must be taken at all times.
15. Contractors must make adequate provision for screened temporary chemical toilets situated for the use of their employees on the site and these are to be kept neat, clean and hygienic at all times.
16. 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 Municipality's refuse site (or similarly approved sites) on at least a weekly basis. Builder's rubble may not be retained on site, but is to be removed weekly.
17. No trees or shrubs may be removed without prior written permission of the Association.
18. Contractors must take great care to avoid the introduction of any alien plant species to the site.
19. 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.
20. 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.

The following points are stressed:

21. The Developer must take specific notice of the steepness and soil characteristics of the site and must familiarise himself with the potential problems of erosion when working on site.
22. 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. Any soil or other spills to be cleaned by the Contractor.
23. Sand bags are to be placed at the entrance to the site at the close of business each day to prevent soil wash away.
24. Contractors or their staff involved in the development sites may not enter the open spaces at any time.

25. Contractors are requested to consider adjoining landowners especially where adjoining sites have been developed. This has specific reference to working hours, noise, changing of clothes and tidiness.
26. 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.
27. By the end of the building phase, the Developer will be required to implement an approved landscape plan of their site.
28. No fires will be permitted and Developers must make adequate alternative arrangements.
29. All Developers/Contractors are to ensure that the roads and verges alongside their sites are kept neat and tidy at all times.
30. 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.
31. Measures are to be implemented to control stormwater run-off from site and are to be approved by Zelpy and/or the Association and the Municipality prior to the commencement of work on site.
32. 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 Contractor deems necessary.
33. Washaways or erosion must be contained at all times by acceptable stormwater control methods. Careful monitoring of the stormwater management during construction will be undertaken by the Association.
34. 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 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 the Municipality.
35. All construction at Zululami Estate 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. Copies of the toolbox meetings are to be kept on site for inspection.

F. Staff Control

It is the responsibility of the Developer/Contractor to at 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:

1. Access control will be as follows: having obtained an access card for all workers, the Contractor's vehicle and driver will enter through the vehicle entrance boom by the driver presenting his access disc. The passengers will enter through the pedestrian access by each presenting their access disc. They must get back into the vehicle and be driven to their site. No person may walk on the road.
2. 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 Zelpy or the Association from time to time.
3. Days and Hours of work – construction work shall be limited to the time between 06h30 and 17h30 Monday to Friday and 06h30 to 17h30 on Saturdays. Once residents have taken occupation, no construction work will be allowed on Saturday, Sunday or public holidays.
4. Arrangements are to be made for staff to be collected at a designated point some distance from the gatehouse and taken by vehicle to site and the opposite is to apply at the end of the working day. No collection of staff is to occur at the entrance or in the vicinity of the entrance to the Estate.
5. No staff may wander around the streets or open spaces of Estate. They must remain on site.
6. No workers may leave the building site at any time save in the exercise of their duties, and only then by vehicle and not on foot.
7. In the case of construction on more than one site, movement of personnel between the sites is restricted to vehicles i.e. no pedestrian traffic.
8. Contractors may allow a maximum of 1 security guard to stay overnight on site provided full particulars of such staff are recorded with the Association in advance.
9. 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 EMP, Security Protocol, the Rules and this document.
10. The Contractor shall provide Zelpy or the Association with the 24-hour contact details of its representative authorised to respond to any emergency calls.

11. All construction workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate. The Estate Manager or the Security Manager shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
11. No worker employed by the Contractor shall be entitled to be on the site other than during the hours as stipulated above unless the prior written consent of the Estate Manager or the Security Manager is given.
12. No after hours' work is permitted unless with the prior consent of the Estate Manager or the Security Manager.
13. A supervisor or foreman shall be appointed to control the site. No such supervisor/foreman will control more than three sites on the Estate at any one time. 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.
14. All medium density sites are to ensure that they have a minimum of 2 people allocated to sweeping the roads outside their site to maintain the road in a clean state throughout the day.
15. No consumption of alcohol 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 Estate Manager. Fines will be issued for non-compliance.

G. Connection to Services

Application for connection to all services (sewer, water, and electricity) is to be made with the Municipality. Application for connection to the communication system is to be made at the Association Office.

H. Environmental Management Plan

Zululami Estate has an approved EMP dated 10 March 2009, reference EIA/4774. The Estate is governed by this EMP which is to be strictly adhered to. The Contractor shall ensure that the provisions of the EMP are implemented and adhered to, and shall request advice from their appointed Environmental Control Officer (ECO), if applicable.

I. Responsibility for damage to property

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

J. Meetings

Zelpy 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

Developers/Contractors to ensure that a qualified representative attends such meetings.

K. Fines

Contraventions of this Protocol will attract letters of warning and if the problems persist Zelpy or the Association will be entitled to impose fines on the Developer/ Contractor. A list of fines is attached to this document as Annexure B.

L. Signage

The Contractor may only erect a construction sign in the form approved by Zelpy, the Association and the Local Authority.

The sign shall accommodate the street address, lot number, architect's name, engineer's name, builder's name and if approved by the Owner, the Owner's name.

The developer may erect limited marketing/advertising signage which must have the approval of Zelpy or the Association.

No other signs of Contractors, sub-contractors, suppliers, financing companies or any other party may be erected on site.

The construction sign must be in accordance with the design and dimensions as shown in Annexure "A". The sign is to be erected within 7 days of site handover and at a position agreed at the site handover meeting.

M. Parking

Construction vehicles shall not be parked in any area other than on the building site. Parking on the road verge will not be permitted as this damages the pop-up sprinkler system. 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 his expense.

N. Storage of Materials

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

O. Final Clean-up

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. Where necessary, verges are to be levelled to their original condition. Zelpy, or 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. The damage deposit fee will only be refunded once Zelpy or the Association are satisfied that the verges are in a satisfactory condition, that all fines are paid and the building has been built as per the as-built plans.

P. Adjacent Sites

No encroachment onto the neighbouring sites will be permitted without the prior permission of the owners of such sites and Zelpy or the Association.

Q. Deviation from approved plan

The Contractor shall not deviate from the approved plans without being in possession of amended plans approved by Zelpy or the Association and the Local Authority.

R. Approved Plans/Site Handover and deviation from approved plans:

Construction may only commence on production of plans approved by the Association and the eThekweni Municipality's Planning Department, and presentation of these plans at site handover.

S. Breach

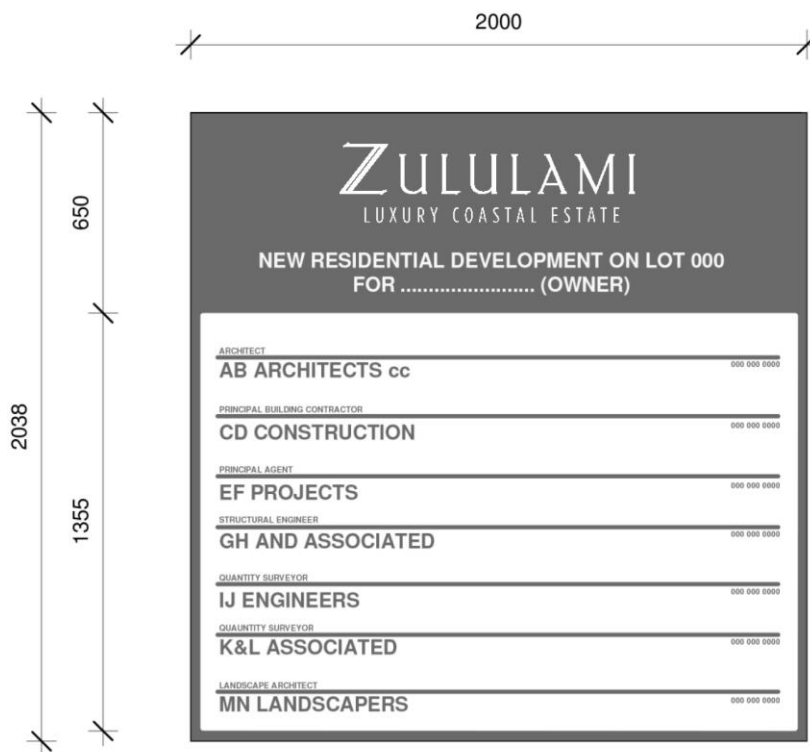
In the event of the Contractor being in breach of any obligations in this Protocol, Zelpy or the Association shall be entitled to one or more of the following remedies: -


- a) Give written notification to the Contractor to remedy the breach within 24 hours;
- b) Suspend the Contractor's access to the site until the breach/es have been remedied;
- c) Insist on rectification of the breach at the cost of the Contractor;
- d) Issue a written warning;
- e) Imposition of a fine or other sanction as determined by Zelpy or the Association.

ANNEXURE A: DEVELOPER/CONTRACTOR SIGNBOARD

INSTRUCTIONS:

- 1) Signwriter should be issued with relevant information for the board.
- 2) Type-face to be used shall be Helvetica Medium. It is recommended that the standard Helvetica Medium letters are used.
- 3) Sizes of lettering and dimensions are indicated as per diagram below and shall be strictly adhered to.
- 4) All professional services involved on the project are to be shown.
- 5) Project name and owner shall be white lettering on Plascon B5-7 Warhol background. Surrounding border and lines under professional titles shall be black.
- 6) Professional titles and company names shall be black on white background.



 DULUX 30YY10/038 - Forest Black

 PLASCON - White

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 Owner should this breach not have been rectified within 24 hours.
4. If need be, and depending on the nature of the breach, the Contractor's access to the site may be suspended. 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 Estate.

	OFFENCE	FIRST OFFENCE	SECOND OFFENCE	REPEATED OFFENCE
1	Un-roadworthy vehicle	Verbal Warning	R500.00	R5 000.00
2	Dangerous negligent driving/tailgating	R500.00	R500.00	R2 000.00
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 000.00 + costs	R2 000.00 + costs	R5 000.00 + costs
7	Damage to trees/vegetation/verges or curbing	R5 000.00 + costs	R10 000.00 + costs	Banned from Estate
8	Littering	Written Warning	R2 000.00	R5 000.00
9	Interfering with game or attempted poaching	R50 000.00	R50 000 + banned from the Estate; criminal charges laid	
10	Possession/sale of alcohol/drugs	R2 000.00	R5 000.00	Banned from Estate
11	Failure to use toilet/washing in view of public	Written Warning	R1 000.00	R2 000.00
12	Leaving the building site on foot/ Walking between sites	R5 000.00	R20 000.00	R30 000.00 for each subsequent offence
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
15	Using Main Entrance whilst transporting labour/ building materials. Collecting and	R1 000.00	R2 000.00	R5 000.00

	dropping labour at main entrance			
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 of 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	R1 000.00 + cost of rehabilitation	R2 000.00 + cost of rehabilitation	R5 000.00 + cost of rehabilitation
21	Deviation from approved plan without approval	R5 000.00	R10 000.00	Banned from the Estate
22	Building without approved plans/failure to comply with all Estate requirements prior to construction commencing	R10 000.00	R20 000.00	Banned from the Estate
23	No Foreman/Supervisor on site	Written Warning	R1 000.00	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	R1 000.00	R5 000.00
26	Failure to comply with written Notices/Instructions	R2 000.00	R5 000.00	Banned from the Estate
27	Failure to install Contractor Sign Board within prescribed time	Written Warning	R2 000.00 after 7 days and before 14 days	R5 000.00 after 14 days
28	Tampering with any services (water, electrical, etc) or meter	R5 000.00 + costs	R10 000.00 + costs	Banned from Estate
29	Encroachment over building lines or boundaries or services	R2 000.00 + costs	R5 000.00 + costs	Banned from Estate
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 of any damage	Banned from Estate
32	Failure to build Stormwater Attenuation Tank	Written Warning	R2 000.00	R5 000.00
33	Failure to rehabilitate areas on instruction	R2 000.00 + costs	R5 000.00 + costs	Banned from Estate
34	Pollution of any kind	R2 000.00 + costs	R5 000.00 + costs	Banned from Estate
35	Failure to erect and maintain 80% factor green shade cloth	Verbal Warning	R2 000.00	R5 000.00
36	Unauthorised removal of trees or vegetation	R5 000.00 + costs	R10 000.00 + costs	Banned from Estate
37	Recruitment of casual labour at the entrance or vicinity of entrance to the Estate	R2 000.00	R5 000.00	Banned from the Estate
38	Unauthorised overtime work/weekend work	R2 000.00	R5 000.00	Banned from the Estate
39	Damage to roads	R2 000.00 + costs	R5 000.00 + costs	R20 000.00 + costs
40	Loffelstein walls not planted up	R1 000.00	R2 000.00	R5 000.00
41	Connection into water connection other than that belonging to the site	R1 000.00	R2 000.00	R5 000.00
42	Failure to remove builder rubble from site timeously	R2 000.00	R5 000.00	R10 000.00 + costs
43	Compromising any aspect of security (includes swapping cards between	R10 000.00	R20 000.00	Banned from the Estate

	workers, not swiping in, bringing in workers without identity or without declaring them to Security)			
44	Failure to produce monthly ECO reports	R1 000.00	R5 000.00	Banned from Estate
45	Unlicensed driver or driver with incorrect drivers licence	R10 000.00 and banned from the Estate		
46	Access cards – Failure to swipe out at the end of the day	R2 000.00 + card suspended for 3 days	R2 000.00 + card suspended for 3 days	Banned from Estate
47	SPEEDING FINES 41 – 50kph =R250 51 – 59kph = R500 60kph += R750 Negligent driving (wrong way around circle etc.) = R500 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 Estate 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

ANNEXURE C : ON-SITE STORMWATER POLICY

The stormwater drainage system in Zululami Estate has been designed to the requirements of the Kwadukuza Municipality. The developers and residents of Zululami Estate must ensure that all runoff from hardened areas is properly directed to this system.

It is important to note that the soils within the Estate are highly erodible sandy soils and this must be considered when addressing on site Stormwater control.

It is a requirement of the development that each site must prepare its own Stormwater Management Plan and have its own Stormwater Attenuation Tank (SAT). The Stormwater Management Plan must be submitted along with the Architects submission drawings in the form of a drawing prepared by a Registered Professional Engineer identifying Stormwater Control during and after construction. All concentrated flow from the site is to be detained in the SAT. The SAT will form part of the Stormwater Management plan for each site.

Further, all runoff from grassed areas which may concentrate against a boundary fence or similar obstruction must also be directed to the municipal system, via the SAT or must be spread such that the discharge does not create erosion downstream from the point of discharge.

The SAT that will accept the stormwater runoff from the site and attenuate the flow of a 1 in 50 year storm to that expected during a 1 in 10 year storm.

The SAT is also intended to function as a silt trap and must be in place prior to any other construction work taking place on the site.

The stormwater entering into the SAT should discharge into the chamber furthest from the stormwater manhole that the discharge pipe will tie into. Particular care must be taken to ensure that silt is cleaned from the chambers as often as is necessary to keep the system functioning. In this regard it will be the property owner's responsibility to ensure that this occurs, to the satisfaction of the Local Authority and the Estate Manager.

It is the Developer's responsibility to employ a competent Professional Engineer to design the stormwater management plan and SAT appropriate for the construction activities to be undertaken on the site. Such system must however be able to function in the manner that the above principles provide for and must be certified as such by the Engineer.

No development will be permitted on any site unless such a system has been designed for and constructed in accordance with the above guidelines and in accordance with the stormwater management plan.

We do hereby accept the terms and conditions of the Zululami Estate Management Association's Developers and Contractors Protocol and undertake to abide by the rules and regulations of these at all times.

We also undertake to pass these rules onto our sub-contractors entering the Estate 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 ____ day of _____ 20__.

.....
CONTRACTOR

.....
PROJECT MANAGER, if applicable

.....
PRINCIPAL AGENT, if applicable

.....
REPRESENTATIVE OF THE ASSOCIATION