

# CLARA ANNA

## FONTEIN

### Building Rules and Regulations

<b>ERF Address:</b>		<b>ERF #</b>	
<b>PROPERTY OWNER:</b>			
<b>PRINCIPLE CONTRACTOR:</b>			

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## 1. INTRODUCTION

The aim of this Builders Rules & Regulations is to ensure a harmonious relationship between residential living, the natural environment and CONTRACTOR service activities within the Clara Anna Fontein (CAF) Estate. The rules and regulations described below are intended to ensure that the quality of life for Estate residents and the natural environment are not unduly compromised by the activities whilst allowing CONTRACTORS to work efficiently.

All the requirements of the Clara Anna Fontein Operational Environmental Management Plan (CAF OEMP) are applicable to all CONTRACTORS/SERVICE PROVIDERS and must be strictly adhered to during building operations, construction activities, maintenance procedures, landscaping and rehabilitation procedures.

The Estate Manager and the Building Control Officer are responsible for enforcing the Builders Rules & Regulations. Transgressions of the rules and regulations will result in penalties, which may include a fine and or the cost of repair being imposed on the CONTRACTOR.

The Builders Rules & Regulations must be read in conjunction with other related Clara Anna Fontein Home Owners' Association (CAFPOA) documents, including, but not limited to, the following:

- CAF Constitution
- Operational Environmental Management Plan
- Architectural Design Guidelines
- CAFPOA Constitution/Estate Rules
- Landscaping Guidelines
- Security Protocol

### 1.1 Standard Specifications and Regulations

Where South African National Standards (SANS) specifications or a code of practice exists, it must be adhered to. The following acts, regulations and specifications shall take prevalence unless stated otherwise:

- SANS 10400, The code of Practice for the Application of the National Building Regulations.
- Local Municipal Fire Regulations.
- Local Municipal by laws.
- SANS 10111; Engineering Drawings, Part 1: General Principles.
- National Environmental Management Act 1998 (Act 107 of 1998).
- JBCC Principal Building Agreement: Edition 6.1 March 2014
- OHS Act -Occupational Health & Safety Act No. 85 OF 1993, and Regulations
- National Environmental Management Waste Act (NEMWA) 59 of 2008
- Environmental Conservation Act 73 of 1989, and Regulations
- SANS – South African National Standards

Where reference is made to any Code of Practice or Standard in this document the latest edition or amendment shall be applicable, except where specified to the contrary. This list is not exhaustive, and the CONTRACTOR shall apply such other standards and regulations he seems fit to deliver a fit for use product.

Where a SANS or SABS Standard does not exist for a specific item or issue the relevant IEC or BS Standard shall be applicable.

## 1.2 Interpretation

Should a discrepancy exist between the building rules and the Constitution or Estate rules, the Constitution or Estate rules take preference. Unless the context clearly indicates a contrary intention.

## 1.3 References, Definitions, Acronyms and Abbreviations

- **ARCHITECT** means the person appointed by the PROPERTY OWNER as his architect
- **ADDENDUM A: BUILDING FEES** is an attachment regarding the building levy applicable during the building process.
- **ADDENDUM B: Site Hand Over Certificate (SHOC)** to be issued by the CAFPOA – permission to commence site establishment and construction
- **ADDENDUM C: SCHEDULE TRANSGRESSIONS AND PENALTIES** is an attachment regarding fines applicable to this document
- **ADDENDUM D: LANDSCAPE** agreement as requirement for SHOC
- **ADDENDUM E: OHS** Occupational Health and Safety agreement
- **ADDENDUM F: SITE INFORMATION** as requirement for SHOC
- **ADDENDUM G: CONTRACTOR REGISTRATION DETAILS** as requirement for SHOC
- **ADDENDUM H: BUILDER INFORMATION FORM** to establish building account details with RPA
- **ADDENDUM I: CONTRACTORS SITE AND SAFETY BOARDS** for site identification, safety and security
- **BUILDING RULES AND REGULATIONS** (hereafter BRR) means the agreement signed by the PROPERTY OWNER, the BUILDING CONTRACTOR and the POA before the commencement of any BUILDING WORK/IMPROVEMENTS on the ERF on behalf of the PROPERTY OWNER.
- **BUILDING PERIOD** means the period that the BUILDING CONTRACTOR will be busy with BUILDING WORK/IMPROVEMENTS on the ERF.
- **BUILDING PROJECT** means the entire process of doing BUILDING WORK/IMPROVEMENTS on an ERF.
- **CAF** means Clara Anna Fontein
- **COMMON PROPERTY (COMMON AREAS)** means land registered in the name of the POA and which does not form part of any PROPERTY OWNERS' property. COMMON PROPERTY also includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electricity systems.
- **CONSTITUTION** shall mean the constitution of the CAFPOA.
- **CONTROLLING ARCHITECT** means an architect as nominated and appointed by the POA from time to time for ensuring that all BUILDING WORKS/IMPROVEMENTS are done per the GUIDELINES.
- **COMPLETION CERTIFICATE** means the certificate issued by the POA once the building CONTRACTOR has achieved practical completion regarding the building contract and is compliant with the following:
  1. Practical completion certificate and the practical completion list of defects/ snags have been completed.
  2. Occupation Certificate issued by City of Cape Town
  3. Completion Certificate issued by the Controlling Architect confirming that all building work has been completed in accordance with the approved plans and guidelines.
  4. Completion Certificate issued by the Controlling Landscape Architect confirming that the landscape is complete in accordance with the approved plan and guidelines.
  5. Subject to that there are no open pending NHBRC non-compliances or pending POA compliances for this project.
  6. All fees due by the PROPERTY OWNERS and or Building CONTRACTOR have been paid and the POA are satisfied that the building/project has been completed.
- **DESIGN REVIEW COMMITTEE** means the committee appointed to oversee the implementation of the ARCHITECTURAL GUIDELINES
- **DESIGNATED COMPETENT PERSON** means a person who is designated, in terms of General Machinery Regulation GMR2 of the OHS Act, to supervise the use of machinery or electrical apparatus (or both) on or in specific premises.
- **DEVELOPER** means Clara Anna Fontein Joint Venture
- **ESTATE RULES** mean the set rules & regulation as set out by the TRUSTEES for the better management of the DEVELOPMENT.

- **LOCAL AUTHORITY** means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is City of Cape Town, Kraaifontein Municipality.
- **NHBRC** means the National Home Builders Registration Council of which every BUILDING CONTRACTOR must be a member and by memberships must abide by certain standards as set out by the NHBRC.
- **CAFPOA** means the Clara Anna Fontein Property Owners' Association
- **PROPERTY OWNER** means the registered OWNER of an ERF in Clara Anna Fontein
- **RESPONSIBLE PERSON** means a person who has been authorized, in writing, to be responsible for ensuring that the work can be carried out with safety, whether this work is carried out by employees of the CONTRACTORS or by persons employed by the CONTRACTORS. An authorised person will issue a responsible person with a work permit form to carry out the necessary work. The responsible person is then responsible for the safety of all workers working under these permits and for ensuring that the work is carried out accordingly. The regulations emphasize the fact that there must always be a responsible person on site, in the absence of a responsible all work shall cease during the temporary absence of the responsible person.
- **SECURITY** means individuals employed by the POA or a recognised Security Company duly appointed by the POA to perform access control and other security functions on the DEVELOPMENT.
- **WORKERS** mean domestic workers, labourers and SUB-CONTRACTORS employed or appointed by PROPERTY OWNERS and/or residents and/or persons operating a business within the DEVELOPMENT from time to time
- **WORK PERMIT** means a written declaration on the work permit form, signed by the appointed authorised person and issued to the responsible person in charge of the work, informing the latter of the nature of the work to be carried out.

#### **1.4 General Safety Regulations**

The CONTRACTOR shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and with the Construction Regulations 2014.

All the work included in this Contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Construction Regulations 2014 shall be deemed to be "construction work".

The CONTRACTOR shall be responsible for all costs associated with health and safety.

## **2. RULES APPLICABLE PRIOR TO COMMENCEMENT OF CONSTRUCTION**

### **2.1. Deposits and Levies (refer to Addendum A for detail)**

#### **2.1.1 Principle Contractor**

The appointment of BUILDING CONTRACTORS is subject to such a contractor being accredited by the CAFPOA. A CONTRACTOR is accredited after signing this agreement with the CAFPOA which binds such a CONTRACTOR to comply with the stipulated procedures applicable to CONTRACTOR activities. Only CONTRACTORS registered with the NHBRC will receive accreditation from the CAFPOA and will be allowed to access the Estate.

The BUILDING CONTRACTOR shall, before commencing any work of whatever nature on the ERF, pay an initial fee as indicated in ANNEXURE A – BUILDING CONTRACTORS FEES for every BUILDING PROJECT.

The CONTRACTOR shall acquaint himself with the site and the conditions on site. The minimum or no disruption to service shall be planned for and the CONTRACTOR shall commit himself to this.

Any claim arising shall not be limited to the amount of the said deposit and the POA shall be entitled to recover from the BUILDING CONTRACTOR, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit. The cost of any damage attributable to the

BUILDING CONTRACTOR shall be quantified by a competent professional appointed by the POA and the amount so determined shall be final and binding on the BUILDING CONTRACTOR.

If the PROPERTY OWNER / BUILDING CONTRACTOR fails to dispute any claim made in terms of the foregoing within 10 (TEN) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the competent professional appointed by the POA. If a claim is disputed, the said dispute shall be referred to the CONTROLLING ARCHITECT for resolution, which Architect shall act as an EXPERT and not an Arbitrator, and whose decision shall be final and binding upon the parties.

The BUILDING CONTRACTOR undertakes that throughout the construction/erection of the BUILDING WORK/IMPROVEMENTS will not deviate from the stamped and approved plans.

The PROPERTY OWNER/BUILDING CONTRACTOR acknowledges that the POA will, from time to time and always relevant, be entitled to enforce compliance with the GUIDELINES as well as the ESTATE RULES and any other instructions/regulations issued in terms thereof or in terms of the Constitution of POA about the construction/erection of the BUILDING WORK/IMPROVEMENTS.

Prior to and during construction/erection of the BUILDING WORK/IMPROVEMENTS, the BUILDING CONTRACTOR shall ensure that a copy of the working drawings and plans in respect of the BUILDING WORK/IMPROVEMENTS as approved in terms of the GUIDELINES is on site and available always to the BUILDING CONTRACTOR'S employees, as well as being available for inspection by the POA or its duly appointed agent during all working hours.

Fines will be issued in the sole discretion of the POA and if faults are not remedied, fines may be repeated within fourteen days.

No building work, site levelling or excavation work may commence prior to the lodgement at the office of the CAFPOA of the building plans duly approved by the Estate Architect and the City of Cape Town, the approved landscaping plan and plant list, a signed copy of the Builders Rules & Regulations as well as payment of the builder's deposit and the receipt of a CAFPOA permit to build.

**Construction Time** - Once the building work, site levelling, excavation or any civil engineering work has commenced, the dwelling shall be completed, both internally and externally as well as the landscaping per the approved plans, within twelve (12) months of the date of commencement.

### **2.1.2 Reporting**

The Contractor will supply the CAF Office with the following monthly reports upon request:

- Health and Safety report
- Project Assessment / Project Management progress report and images
- Labour Statistics
- Waste Management Register Report

### **2.1.3 Contractor Access**

The BUILDING CONTRACTOR shall only use designated access assigned by the POA for its work and delivery of materials, equipment and workers.

The SECURITY personnel control the access to the DEVELOPMENT and the BUILDING CONTRACTOR must at alltime adhere to all security rules and instructions.

At no time, may the BUILDING CONTRACTOR prevent the SECURITY personnel from performing their duties and at no time may SECURITY personnel be threatened by the BUILDING CONTRACTOR, its employees or SUBCONTRACTORS.



Failure to comply with any stipulations of the POA will lead to access to the DEVELOPMENT being denied. For security and safety reasons the speed limit on the Estate for all BUILDING CONTRACTOR'S vehicles is 30 km/h. No access will be granted without the presentation of an official identification document (SAID, Drivers License, Passport)

The BUILDING CONTRACTOR is responsible for all his employees, SUB-CONTRACTORS and delivery vehicles to ensure adherence to these rules.

#### **2.1.4 Workers/Staff**

Throughout the construction/erection of the BUILDING WORK/IMPROVEMENTS the BUILDING CONTRACTOR is responsible for the discipline and control of his employees and/or SUB-CONTRACTORS and is responsible for any damage caused to any part of the DEVELOPMENT by any supplier of materials or any other person instructed by or employed by the BUILDING CONTRACTOR and or SUB-CONTRACTORS in respect of the work undertaken on the ERF.

No night watchman will be allowed on the ERF at any time during the construction/erection of BUILDING WORK/IMPROVEMENTS and no person shall be permitted on the ERF outside the permitted building activity hours.

The BUILDING CONTRACTOR'S personnel must be transported by vehicle to the relevant ERF and will not be allowed to walk from one area to another.

Vehicles are confined near the specific ERF where CONTRACTORS are at work. Where no parking space is available, vehicles will be parked in such a way that it does not cause any obstacle to other road users. Vehicles will not be allowed to be parked on open spaces of the DEVELOPMENT. (refer to Section 8.2 for detail)

#### **2.1.5 Deliveries (refer to Section 8)**

All delivery vehicles shall be fully informed as to the ERF NUMBER. Delivery vehicles not informed of the ERF NUMBER will be denied access.

All delivery vehicles shall leave the DEVELOPMENT immediately once the delivery is completed.

Deliveries shall be affected only during the allowed construction hours recorded herein.

Any vehicles observed with oil leakage at the security gate will be denied entry.

No vehicles larger than double diff and no articulated trucks will be allowed to enter the estate.

The delivery of concrete has the potential of causing the most damage to the road surfacing and vegetation. It is the responsibility of the BUILDING CONTRACTOR to inform the suppliers of concrete of the existing rules regarding concrete deliveries and the exact address to insure access.

Drivers found contravening the Builders Rules & Regulations and existing regulations will be escorted off the DEVELOPMENT and refused re-entry.

The repairs of any damage incurred by concrete trucks will be for the account of the BUILDING CONTRACTOR.

NO washing-off concrete delivery vehicles allowed inside the perimeters of the Estate and accidental spillage and runoff must be contained within the site. Under no circumstances may concrete be spilt onto the road surface and the CONTRACTOR will be held responsible for the repair to the road if it occurs.

## 2.2. ERF as a Building site

### 2.2.1 Site Presence (refer to Section 5)

The BUILDING CONTRACTOR is required to ensure that a responsible person is on site always to control and oversee all building activities. Such a person must be available on site at all time during building hours to receive and sign for deliveries and estate documentation including fines. If nobody is available to sign for such documentation, it will be noted as 'no foreman on site', a STOP WORK notice, plus a fine as per ADDENDUM C will be issued and the workers/Staff will be required to leave the CAF Estate.

### 2.2.2 Site Pegs

It is the PROPERTY OWNER'S responsibility to make sure that all pegs required for BUILDING WORK/IMPROVEMENTS are correctly placed by engaging the services of a registered land surveyor.

These ERF areas have been predetermined and approved, pegs must be put in place by the building CONTRACTOR, between the four surveyed points of the ERF area. These are to be placed before the erection of the shade cloth barrier and are to remain in place until all landscaping is complete. These pegs are to provide a clear indication of the ERF area boundary. No activity is to take place beyond these pegs. CONTRACTOR and SERVICE PROVIDER's employees are not permitted outside the ERF area.

## 2.3. Fencing

Refer to Section 2.5 for detail.

## 2.4. Vegetation (refer to CAF Landscaping Guidelines)

## 2.5 Site Setup

The BUILDING CONTRACTOR will be required to screen off the ERF with a 1,8m high dark green builders shade netting screen (minimum requirement is a density of 80%), with one entrance delivery gate that shall be secured after hours.

<b>COMPOSITION</b>	<b>HDPE, high light-fastness pigments and UV stabilisers</b>
<b>COLOUR</b>	<b>Dark Green (Black and Green yarns)</b>
<b>COVER FACTOR</b>	<b>80%</b>
<b>WIDTH</b>	<b>1,8 metre</b>
<b>ROLL LENGTHS</b>	<b>50 metre (also supplied to order)</b>
<b>MASS</b>	<b>165 gsm</b>
<b>FIXING MEANS</b>	<b>Eyelets (button-holes) both sides and centre</b>

- All poles must be kept spirit level straight and netting must be tight.
- Netting must be erected before commencement of any BUILDINGWORK/IMPROVEMENTS on the ERF.

- Poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions.
- Nets are to be kept neat and tight for the duration of the project. If netting must be removed for whatever reason, permission must be obtained in writing from the POA and a date must be set for the replacing of netting. Support for poles may not be installed towards the outside of the netting.
- Netting may be removed for the building of boundary walls, and netting must be replaced in all areas where the boundary walls are less than 1.5-meter-high if the project is not yet completed.
- If see-through palisades are erected before completion of the rest of the BUILDING WORK/IMPROVEMENTS, then netting must be replaced on the inside to keep screening the site.

### **3. UNDERTAKINGS AND CONTROLS**

#### **3.1. Contractual Obligation**

The CONTRACTOR hereby acknowledges receipt of a copy of the OEMP and confirms that he will immediately familiarise himself with the contents thereof.

- The CONTRACTOR shall comply with all environmental obligations imposed by the Building Control Officer.
- The CONTRACTOR shall co-operate fully with the Building Control Officer and ensure that the objectives of the OEMP, or the relevant parts thereof, are fulfilled during the CONTRACTOR's execution of the works.
- The CONTRACTOR undertakes to ensure that all workers undergo induction training on the requirements of the Builders Rules & Regulations and OEMP.
- The Building Control Officer must be present when the local authority conducts its inspection prior to issuing an Occupation Certificate.

#### **3.2. Building Plan Control**

The CONTRACTOR must ensure that a copy of the signed approved building plans is on site and available for inspection always. Electronic copies of the Approved building plans with signed Builders Rules & Regulations must also be signed and handed to the Building Control Officer prior to commencement of any construction activities.

The CONTRACTOR is also required to have a registered Land Surveyor certify the final height of the highest point of the apex of the structure above NGL (Natural Ground Level). It is therefore of paramount importance that the floor levels are set out correctly and checked.

#### **3.3 Building Plan Adherence**

The CONTRACTOR must ensure that he builds in accordance with, and does not deviate from, the signed approved building plans.

#### **3.4 Architectural Design Guidelines**

The CONTRACTOR undertakes to familiarise himself with, to build in accordance with, and not deviate from, the provisions of the CAF Architectural Design Guidelines.

#### **3.5 Environmental Controls (Refer to Section 5 for detail)**

The CONTRACTOR acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in the OEMP and under Section 5 ENVIRONMENTAL MANAGEMENT of this document for the development or as directed by the Building Control Officer.

## **4. SITE SPECIFIC RULES**

### **4.1 Hours of Work and Delivery**

Working hours on the Estate are as follows:

- Monday - Friday 07h00 to 18h00
- Saturdays 08h00 to 14h00  
**- with the prior permission of the Building Control Officer**
- Sundays No work allowed
- Public Holidays No work allowed

Delivery hours on the Estate are as follows:

- Monday – Friday 09h00 to 16h00
- Saturdays NO Deliveries allowed

### **4.2. Screening Off the Building Site**

Refer to section 2.5 Site Setup for details

### **4.3 Site Neatness**

The CONTRACTOR is expected, always, to keep his building site and surrounds neat and tidy.

### **4.4 Material Storage**

- The CONTRACTOR must store all materials within the ERF area. • Materials may not be stored on the road surfaces or roadsides.
- Access to adjoining properties and driveways must be kept clear always.

### **4.5 Storage Facilities**

BUILDING CONTRACTORS are allowed two standard 6m shipping containers for offices and stores containers per ERF, one for storage and one as a site office, subject to the following rules: The container:

- Must have no dents, rust or scratches,
- Must be painted
- Must be locked from the outside during the night.
- Must be removed from the ERF before the OCCUPATION CERTIFICATE is issued.
- Must be on the ERF where BUILDING WORK/IMPROVEMENTS are being done.
- Nobody will be allowed to sleep in the container.

The DEVELOPER must be indemnified against all risk of insurance, fire, theft etc. relating to the Container. And its contents

### **4.6 OHS Signage and Site Information Board**

A Site Information Board and COVID Signage will be required, as per regulation. at every building site, the cost of which will be for the BUILDING CONTRACTOR'S account.

- The Information Board will be made up of a durable material, specifications as per ADDENDUM I

- Site Information Board/Signage shall contain the CAFPOA logo, ERF number, Owner name and telephone number, CONTRACTOR name and telephone number, Site Responsible Person name and telephone number, and the CAF Security number for emergencies. (example as per ADDENDUM I)
- All signage will be positioned at the entrance to the building site and securely attached at standing eye level, manufactured from durable weather proof material.
- The CONTRACTOR shall not erect the signage other than on the designated ERF. The signage shall conform to the CAFPOA's requirements.
- The signage shall be mounted for the duration and removed immediately on conclusion of the project.
- Suppliers, service and maintenance providers will not be allowed any signage.
- NO other signage will be allowed

#### **4.7 Fires**

There is a high risk of fires in the area, particularly during the dry summer months and periods of high wind velocities. The CONTRACTOR shall take all reasonable steps to avoid increasing this risk.

- No open fires or naked flames for heating or cooking shall be allowed on site.
- No burning of waste on any part of the Estate is permitted
- Electrical equipment shall be permitted only in the CONTRACTOR's camp and may never be left unattended.
- The CONTRACTOR must have at least 2 x 4,5kg DCP, SABS/SANS 1910 approved fire extinguisher on site and ensure that all personnel are proficient in its use.
- Extinguisher must be present at all hot work on site like grinding and welding.
- In the event of a fire, the CONTRACTOR shall immediately alert Estate Security.
- The CONTRACTOR and his staff shall use all reasonable efforts to extinguish the fire.
- The CONTRACTOR shall ensure that all his staff and his SUB-CONTRACTORS, and their staff, are aware of the fire danger and are familiar with the procedure to be followed in the event of a fire.

#### **4.8 Smoking**

Smoking is allowed only in designated area within the building site.

- The CONTRACTOR shall ensure that all personnel understand the need to properly extinguish cigarettes and to dispose of them safely in designated containers.
- No cigarette butts may be dropped anywhere on site or on the wider Estate.

#### **4.9 Animals**

No fauna may be harmed, trapped or killed. No domestic pets are allowed on site. Any related problems must be reported to the Building Control Officer. Setting of snares will be regarded as a serious offence.

#### **4.10 Contractor Camp**

No provision is available for a CONTRACTOR's camp, offices and storage facilities shall be located on the building site within the boundaries of the ERF inside the shade cloth enclosure.

#### **4.11 Temporary Accommodation**

No temporary accommodation is available or may be erected on site. No person can overnight on any building site.

#### **4.12 Ablution Facilities**

The ratio of ablution facilities for workers should not be less than that required by the Construction Regulations of 2014 of the Occupational Health and Safety Act.

- Toilets are not allowed to be coupled to the CAF sewage system
- Temporary/ portable toilets shall not be located on the outside of the ERF enclosure.
- Only chemical toilets are to be used.
- The CONTRACTOR shall be responsible for providing all sanitary arrangements for the staff on site.
- The CONTRACTOR shall supply toilet paper at all toilets.
- The toilets shall be of neat construction and shall be provided with doors and locks and shall be secured to prevent them from blowing over
- The CONTRACTOR shall keep the toilets in a clean, neat and hygienic condition.
- The CONTRACTOR shall be responsible for the cleaning, maintenance, servicing and emptying of the toilets on a regular basis.
- The CONTRACTOR shall ensure that the toilets are emptied before weekends and any builders' or other holidays. The CONTRACTOR shall ensure that no spillage occurs when the toilets are cleaned or emptied.
- Only buckets allowed for personal washing purposes, no washing under running water allowed.

#### **4.13 Eating areas**

Restricted areas shall be designated for eating purposes within the site enclosure. Sufficient refuse bins with lids must be supplied at all eating areas. These bins shall be cleaned regularly. Furthermore, no person will be allowed to feed or leave food for wild animals, including birds.

#### **4.14 Workers Register**

Means a register of workers present on site. An authorized or responsible person must complete the workers register and the register must be available on site for inspection.

#### **4.15 Temporary site closure**

If the site is closed for a period exceeding one week, the CONTRACTOR, in consultation with the Building Control Officer shall carry out the following checklist procedure.

##### **i. Hazardous materials stores**

- Outlet secure/ locked
- Bund empty (where applicable)
- Fire extinguishers serviced and accessible
- Secure area from accidental damage e.g. vehicle collision
- Emergency and contact details displayed
- Adequate ventilation

##### **ii. Safety**

- All trenches and manholes secured
- Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
- Emergency and Management contact details displayed
- Stockpiles wedged/ secured

##### **iii. Erosion**

- Wind and dust mitigation in place
- Slopes and stockpiles at stable angle
- Re-vegetated areas watering schedules and supply secured

#### **iv. Water contamination and pollution**

- Cement and materials stores secured
- Toilets empty and secured
- Refuse bins empty and secured
- Drip trays empty and secure (where possible)
- Structures vulnerable to high winds secure.

#### **v. Electricity**

- Electricity connection points supplied by the CAF network shall be secured as per relevant legislation against environmental impact and tampering

### **4.16 Electricity and Electricity Meters**

Single and Three phased (where applicable) electrical supply connections assigned to every individual ERF will be available on site from the CAF Estate system, connected to the City of Cape Town mains, and must be considered as live at all times. Activation of electricity supply will require a Certificate of Compliance from a duly certified professional electrician, and a safety inspection by the appointed CAF Competent Person, the cost of which will be for the CONTRACTORS account.

The CAFPOA approved electricity meter is available from PEC Metering, Contact details: 021-948 0225; [clientservicescpt@pecgroup.co.za](mailto:clientservicescpt@pecgroup.co.za).

Inspection and activation of BUILDING CONTRACTOR electrical distribution box and final house connection, inspection and activation of electricity to be arranged and paid for with CAF Competent Person directly.

### **4.17 Water and Water Meters**

Potable water for drinking and construction purposes will be available on each site from the CAF Estate system, connected to the City of Cape Town mains.

The CAFPOA approved Water Meter is available from PEC Metering, contact details: 021-948 0225; [clientservicescpt@pecgroup.co.za](mailto:clientservicescpt@pecgroup.co.za) The BUILDING CONTRACTOR shall always ensure that the ERF water meter is protected, accessible for readings and to ensure that it stays in a working condition, may not be tampered with or moved.

- Water available only through a CAFPOA approved metered connection to the specific ERF
- Only approved plumbing connection by registered plumber allowed
- Opening/Closing of water supply from CAF mains only available through CAF Building Control Officer

### **4.18 Fuel and Chemical Management**

All safety and fire prevention precautions must be complied with as indicated in the SABS fuel storage standards (SABS 10131) at all fuel storage facilities.

The CONTRACTOR shall ensure that fuels and chemicals (i.e. drums of fuel, grease, oil, pesticides for foundation treatment) are stored and handled to minimise the risk of spillage and that appropriate steps are taken to prevent pollution in the event of a spill. All fuel, oil, chemicals etc. shall be confined to specific and secured areas within areas of low environmental importance within the construction sites, and in a way, that does not pose

danger of pollution. These substances must be stored in a secured area with adequate containment (at least 1.5 times the volume of fuel) for potential spills or leaks. Fuel dispensers shall be hung within the secured area while not in use. Gas and fuel shall not be stored in the same storage area.

#### **4.19 Drip Trays**

The CONTRACTOR shall stand any equipment that may leak and does not have to be transported regularly, on watertight drip trays to catch any pollutants. The drip trays shall be of a size that the equipment can be placed inside it. Drip trays shall be cleaned regularly and shall not be allowed to overflow. This waste is to be removed from site as per relevant legislation, laws and bylaws.

The CONTRACTOR is responsible for the cleaning-up of any fuel, chemical and hazardous substance spillage caused by the CONTRACTOR. Any such spillage must be reported to the Building Control Officer immediately. The CONTRACTOR shall also ensure that rainwater does not run off areas containing cement, oil, diesel, fertilizer, etc. and thus result in a pollution threat. A record of all hazardous substances present on site will be kept by the CONTRACTOR with Material Safety Data Sheets (MSDS) as part of the safety File.

#### **4.20 Mixing of Cement/Concrete**

The mixing of building materials must occur within the confines of the ERF. If any spillage of building material occurs on any roadway or sidewalk in the DEVELOPMENT, the BUILDING CONTRACTOR is responsible for ensuring that such spillage is immediately cleaned. No material is to be mixed on bare ground, use of mixing trays are required.

#### **4.21 Refuse**

All refuse must be collected daily and placed in closable bins and removed from the DEVELOPMENT weekly by the BUILDING CONTRACTOR or an approved SERVICE PROVIDER at the BUILDING CONTRACTOR'S cost. Without detracting from the generality of the above mentioned, the BUILDING CONTRACTOR specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the DEVELOPMENT so as not to contaminate the DEVELOPMENT, the storm water retention ponds, dams and wetlands.

- Refuse shall be disposed of at an CCT approved waste site.
- CONTRACTOR shall keep dumping slips on record for inspection and submit monthly report (2.1.2)
- Refuse shall not be burnt or buried on the site.
- The CONTRACTOR shall provide labourers to clean-up the CONTRACTOR's site daily.
- The Principle CONTRACTOR may make use of an approved SUB-CONTRACTOR in providing a mini-skip and waste management services. Skip shall be covered at all times.
- The CONTRACTOR shall also clean the CONTRACTOR's Site of all structures, equipment, residual litter and materials at the end of the contract.
- All landscaping/garden refuse is to be disposed of by removal from the Estate, to an appropriate landfill site. No dumping of garden refuse onto the surrounds or on open space is permitted.
- Refuse refers to all solid waste, including building rubble (i.e. cement bags, wrapping materials etc.), waste and surplus food, food packaging, organic waste etc. The CONTRACTOR shall ensure that all refuse is deposited in refuse bins, which he shall supply and arrange to be emptied on a regular basis.
- Refuse bins shall be of such design that the refuse cannot be blown out and that animals are not attracted to the waste and cannot spread it around. Refuse bins must be water tight, wind-proof and animal proof.



#### **4.22 Privacy and Rights of Residents**

The CONTRACTOR and his employees, his SUB-CONTRACTORS and their employees, or Suppliers may not do anything which, in the opinion of the CAFPOA, is noisy, unsightly, injurious, objectionable, detrimental, a public or private nuisance, a source of damage to any owner, tenant or occupier of any ERF in the development.

Access by any of the CONTRACTOR's personnel outside the demarcated work area or property area is strictly prohibited and a fine will be issued for non-compliance.

#### **4.23 Existing Underground Cables & Services**

The Building Control Officer will indicate the position of the existing live underground cables and/or services.

Extreme care is to be taken when working near services. Any damage to services occasioned during the works will be made good by the appropriate service authority and the cost thereof will be for the CONTRACTOR.

The CONTRACTOR shall ensure that all exposed low voltage, medium voltage and high voltage cables and structures are protected against mechanical damage always. Damage to any existing services shall be rectified at the sole cost of the CONTRACTOR and to the satisfaction of the CAFPOA.

No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.

#### **4.24 Wayleaves, Permissions and Permits**

The CONTRACTOR shall be responsible for obtaining all the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, prior to the commencement of work. The CONTRACTOR shall abide by any conditions imposed by such wayleaves, permissions or permits and ensure they are kept on site and are available for inspection by the relevant service authorities on demand.

### **5 ENVIRONMENTAL MANAGEMENT**

#### **5.1 Environment**

The general principles contained within the Operational Environmental Management Plan (OEMP) shall apply to all construction activities. All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment.

#### **5.2 Materials handling, use and storage**

Materials shall be covered in the event of rain to prevent contaminated run-off from polluting the natural environment. All storage facilities must have fire prevention equipment to prevent a fire from spreading to other facilities and the environment. (refer to section 4.7 for detail)

Imported material shall be free of litter and contaminants. The CONTRACTOR shall ensure that all imported sand is free of alien seeds and that it is not taken from alien infested areas.

#### **5.3 Solid waste management**

The CONTRACTOR shall set up a solid waste control and removal system and a Method Statement is required in this regard. Waste management on site should incorporate reduction, recycling, re-use and disposal of waste where appropriate. Waste and litter shall be disposed of into scavenger- and weatherproof bins.

The CONTRACTOR shall remove refuse collected from the working areas from Site at least once per week.

The CONTRACTOR shall make provision for workers to clean up working areas at least once a day and at the end of a working day.

All builders' rubble and demolition waste generated during the construction phase shall be removed from site upon completion of construction activities to a licensed landfill site at the developers' own cost.

## **5.4 Contaminated water**

The CONTRACTOR shall prevent the discharge of any pollutants, such as cement, concrete, lime, chemicals, fuel, contaminated water from kitchens and wastewater into any water source, including the artificial wetland area and groundwater.

### **5.4.1 Surface and Groundwater Pollution**

The CONTRACTOR shall take all reasonable steps to prevent pollution of surface and groundwater because of his activities. Such pollution could result from release (accidental or otherwise) of chemicals, paint, oils, fuel, sewage, fertilizer, construction water or waste products.

No Cement mixing will be allowed directly on the ground. Cement droppings from wheelbarrows and building activities shall be cleaned daily. Cement and building waste must be placed in an approved bin. All waste must be regularly removed from site to an approved area outside the Estate.

Any refuelling of machinery is to take place under adequate spill prevention measures to prevent leakages. A commonly used method is to use a "trap" filled with sand. The sand in the trap must be replaced regularly and its contents disposed of off-site at an appropriate waste disposal facility. The cost of any clean-up will be for the account of the CONTRACTOR.

Runoff from painting activities is to be prevented. All painting materials and equipment is to be cleaned off with care. This is to be carried out in an adequately sized drip tray with sawdust (or similar absorbent material). The water will evaporate from the tray leaving a residue which is to be disposed of at an appropriate dumpsite.

In the event of any pollution entering any water course the CONTRACTOR shall inform the Building Control Officer immediately.

### **5.4.2 Storm Water**

Storm water requirements are included in the CAF OEMP and Design Guidelines (refer to 5.8 for detail)

## **5.5 Noise**

The CONTRACTOR shall take all reasonable measures to minimise noise disturbance. These measures must comply with municipal regulations and shall be limited to daylight hours. Any work conducted over a weekend must be "quiet work" (no jackhammers, grinding or similar work). When driving through the estate to and from building sites all persons on or in a vehicle are expected to refrain from shouting or the playing of loud music".

## **5.6 Dust**

The CONTRACTOR shall implement appropriate measures to minimise dust or wind-blown sand generated because of his work, operations and activities e.g. covering of material loads during transportation and

dampening with water, particularly during prolonged periods of dry, windy weather in summer. Attention shall be paid to preventing dust generation during earth moving and stockpiling activities.

## **5.7 Site clearance**

The CONTRACTOR shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited.

## **5.8 Erosion Control**

The CONTRACTOR shall take adequate precautions to prevent soil erosion resulting from a diversion, restriction or increase in the flow of storm water or water resulting from its operations and activities and shall ensure that the creation of steep slopes is kept to a minimum. Where steep slopes do occur, measures must be implemented to stabilise these. Where soil erosion does occur, the CONTRACTOR shall reinstate such areas to the satisfaction of the Building Control Officer.

# **6 CONSTRUCTION**

## **6.1 Boundary walls**

Cement Block boundary walls will be permitted if designed and signed off by a structural engineer and conforms with national building rules and regulations. Cement Block boundary walls to be included in your structural engineers' scope of works. Detail to be submitted and approved by structural engineer and signed off by engineer as part of Clara Anna Fontein occupancy check list.

## **6.2 Retaining walls**

Terraforce and Loffelstein or similar retaining systems are not allowed. Retaining wall specifications as per CAF Design Guidelines

## **6.3 Earthmoving**

### **6.3.1 Excavations & Rubble and Bulk Earth Works**

Excavation for foundations and or walls adjoining roadways and or sidewalks must be undertaken with caution and the roadway/sidewalk must be protected and supported during excavations. Any damage caused to the roadway/sidewalk must be made good by the BUILDING CONTRACTOR.

The BUILDING CONTRACTOR shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the POA. Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the DEVELOPMENT, or any surrounding area and the BUILDING CONTRACTOR is required to make his own arrangements for disposing of materials at a spoil site away from the DEVELOPMENT.

If the BUILDING CONTRACTOR fails to keep the ERF in an acceptably tidy state or fails to have the rubble removed, then the POA shall, without prejudice to its other rights, have the right to clean the site and or remove the rubble whereof the costs shall be for the account of the BUILDING CONTRACTOR.

### **6.3.2 Stockpiling of Topsoil materials**

The CONTRACTOR shall temporarily stockpile topsoil materials in such a way that the spread of materials is minimised and thus the impact on the natural vegetation reduced. The stockpiles must be placed within the ERF area. Any excess topsoil is to be carted, at the expense of the CONTRACTOR, to a designated stockpile area as indicated by the Building Control Officer. No topsoil is to be removed from the Estate without approval from the Building Control Officer.

#### **6.4 Blasting**

No conventional blasting will be allowed. Where required, rock-breaking techniques must be used as approved by the Building Control Officer.

### **7 LANDSCAPING (refer to Design Guidelines, Section 5)**

- A landscaper, PROPERTY OWNER, or anyone employed by him, may not remove trees, plants, or any other natural elements such as rocks or firewood from the Estate.
- The gardening and landscaping activities shall be confined to the physical extent of the approved landscaping plan
- Invasive alien vegetation is not permitted within the Estate and may not be cultivated in an ERF garden.
- Landscaping must be completed as per the approved landscaping plan before an OCCUPATION CERTIFICATE will be issued.

### **8 VEHICLES**

#### **8.1 Access and Access Control**

The CAFPOA shall at any time be entitled to impose controls regarding access to the development and to introduce such security arrangements as it considers necessary. (Access routes / haul roads: Refer to detail in Section 2.1.4)

#### **8.2 Parking**

If possible, all vehicles associated with a building site should be parked on the site and not outside on or along the near road verges. Parking on road verge allowed only if no landscaping has been installed (2 wheels on road, 2 wheels on road verge). No overnight or after hour parking allowed. No vehicles may be left on site after hours.

#### **8.3 Vehicle Sizes**

The maximum size vehicle that can be accommodated on the Estate roads is 40 tons (a fully laden 6m<sup>3</sup> concrete truck is 25 tonnes). The maximum length is 10 meters, the maximum wheelbase is 7.5 meters on a maximum of 3 axels and the maximum track is 2.6 meters.

#### **8.4 Vehicles and Access Roads**

- Site vehicles shall only be permitted on existing roads to the site as required to complete their specific tasks.
- No vehicles will be allowed on natural areas or on adjoining stands.
- The safety of other road users must be ensured always.
- All vehicles must be roadworthy and driven by a suitably licensed person.
- A maximum speed limit of 40km/h must be observed on the Estate.
- All construction vehicles are to use the CONTRACTORS entrance and report at the Estate Security upon entering and exiting.
- Washing of vehicles and equipment will not be allowed on the DEVELOPMENT.

## 8.5 Deliveries

- No delivery is allowed on the Estate on Saturdays and Sundays or Public Holidays
- Deliveries only allowed between 08h30 and 16h00 from Monday to Friday. The CONTRACTOR or SERVICE PROVIDERS must make the necessary arrangements with their Suppliers regarding deliveries.
- It is the CONTRACTOR's responsibility to inform all delivery drivers/companies of the Builders Rules & Regulations requirements that are applicable to them. CONTRACTORS/SERVICE PROVIDERS will always be responsible and accountable for the delivery personnel's adherence to this Code.
- All orders must include the site's ERF number on the delivery note, accompanied by a road diagram available from the security check point.
- Deliveries to the building site may take place only from the road frontage of the site.
- All delivery vehicles shall leave the Estate once the delivery is complete.
- No building material may be off-loaded or stored on any sidewalk or roadway within the development.
- Delivery vehicles may not be parked unattended upon any roadway, sidewalk or parking bays in the development.
- Any diesel or oil spillage caused by any construction or delivery vehicle on any roadway or sidewalk shall immediately be cleaned by the CONTRACTOR/SERVICE PROVIDER.
- For removal of material, plant and equipment from the Estate, the same restrictions as noted above are applicable.
- The CONTRACTOR/SERVICE PROVIDER must ensure that the delivery drivers keep below the speed limit of 40km/h. The CONTRACTOR/SERVICE PROVIDER is responsible for any damage caused by delivery drivers.
- The CONTRACTOR will be held accountable for the fine issued to the SERVICE PROVIDER.

## 8.6 Concrete Deliveries

The delivery of concrete has the potential to cause the most damage to the road surfaces and landscape vegetation of all material Suppliers. It is therefore important that these deliveries are handled with care. Any spillage from the concrete truck onto road surfaces is to be swept and washed off with water before the concrete reaches its initial set. Aggregate is to be removed from road surfaces. No spillage or mixing of mortar or concrete is permitted on any road surface, or outside the ERF area. Concrete and cement mixing are not allowed on the bare ground.

- No concrete/cement truck washing allowed
- No surplus concrete/cement dumping allowed
- No concrete deliveries after 15h00

## 9 STAFF INDUCTION

### 9.1 Occupational Health, Safety & Environmental Induction

PRINCIPAL CONTRACTORS, will present an induction course on the CAF Building Rules & Regulations to their personnel, SERVICE PROVIDERS and SUB-CONTRACTORS as well as MAJOR SUPPLIERS prior to them commencing work on the Estate.

### 9.2 Staff Identification

The CONTRACTOR and all his personnel shall be registered on the CAF Biometric access system on appointment by the PROPERTY OWNER and presentation of a valid SAID, Driver's License or Passport.

Sub-Contractors, service providers and deliveries will be required to present documentary proof, with specific reference to the property involved as well as valid SAID, Driver's License and/or Passport for all persons requiring access.

NO IDENTIFICATION NO ACCESS.

### **9.3 Intoxicating Substances**

The use of intoxicating substances such as alcohol or drugs is strictly prohibited. Intoxicated staff will not be permitted onto the Estate.

### **9.4 Conduct**

The conduct of CONTRACTORS, SUB-CONTRACTORS, SERVICE PROVIDERS and their personnel should be exemplary always. The CONTRACTOR is always responsible for his SUB-CONTRACTORS, Suppliers and employees whilst on the Estate, including, but not limited to any damages caused by such SUB-CONTRACTORS, Suppliers and or employees whilst on the Estate.

## **10 PENALTIES & FINES (refer to ADDENDUM C)**

Penalties will be imposed for the breaching of the rules and regulations set out in this Builders Rules & Regulations. The penalty is over and above the cost of rectifying the problem and/or damage.

Penalties may include:

- Fine/s which will vary on a sliding scale as determined by the CAFPOA, the Building Control Officer, the CAF Security, the Estate Manager (acting jointly or independently) and depending on the seriousness of the breach and/or
- Denial of access to the Estate until such time and under such conditions as determined by the CAFPOA, the Building Control Officer, the CAF Security Official and the Estate Manager (acting jointly or independently) and depending on the seriousness of the breach

and/or

- Instruction to cease construction activities until such time and under such conditions as determined by the CAFPOA, the Building Control Officer, the CAF Security Official and the Estate Manager (acting jointly or independently) and depending on the seriousness of the breach

## **11 LEGAL AND STATUTORY**

### **11.1. Insurance**

CONTRACTORS are required to take out all-risks and public liability insurance cover.

The following insurances shall be effected by the **CONTRACTOR** in amounts that are sufficient and with conditions that are relevant to the nature of the **agreement** and **works projects**:

- Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 140 of 1993.
- Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

### **11.2 Registration with Department of Labour, UIF and COIDA**

The CONTRACTOR must provide the CAFPOA with proof of registration with the Department of Labour and more specifically proof that he/they are registered for UIF and the Workman's' Compensation Fund and COIDA insurance

### **11.3 Indulgences**

No extension of time or indulgence granted by the CAFPOA to the CONTRACTOR/SERVICE PROVIDER shall be deemed in any way to affect, prejudice or derogate from the rights of the CAFPOA in any respect under this Builders Rules & Regulations, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Code.

### **11.4 Indemnity**

The undersigned CONTRACTOR / SERVICE PROVIDER confirms that:

- They are aware that the CAFPOA, its employees, agents, CONTRACTORS and or any other associated bodies (“the parties”), cannot ensure his or his associates, employee’s or SUB-CONTRACTORS safety during construction activities
- They agree to exonerate the parties and indemnify them against any injury, loss or damage which he/she or any others, including his/her associates, employees or SUB-CONTRACTORS, may suffer due to any act or omission on the part of the parties, whether through negligence or otherwise
- They indemnify the parties against any cost or damages whatsoever arising because of the implementation and enforcement of this Builders Rules & Regulations

### **11.5 Works Risk**

The CONTRACTOR shall bear the full risk of damage to and/or destruction of the works by whatever cause during the construction of the works and hereby indemnifies and holds harmless the CAFPOA against any such damage.

## **12 COMPLETION AND HANDING-OVER PROCEDURE**

On completion of the works or agreed section of the works, the CONTRACTOR shall notify the Building Control Officer who will snag the work and issue a snag list. This list may need to be produced from several snagging inspections as may be necessary or convenient.

Thereafter, and upon notification by the CONTRACTOR of completion of the snagged items, the Building Control Officer shall re-inspect these items to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the works, shall the works, or such section of the works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the works, or those sections of the works as defined, shall remain under the CONTRACTOR’s responsibility and insured by him.

### **12.1 Completion & Certificates**

Clara Anna Fontein POA Building Rules & Regulations does not overrule the JBCC or vice versa, but are meant to support one another to achieve a satisfied BUILDING PROJECT. Both these documents must be adhered to in its entirety regarding the intent.

Once the building CONTRACTOR has achieved practical completion, he must request an Approval of Occupation Certificate inspection from the Building Control office, supplying the office with the relevant documentation and CCT Kraaifontein Occupation certificate. Practical completion does not grant the PROPERTY OWNER the right to occupy the property prior to the Estate’s inspection and approval.

The CAF CONTROLLING ARCHITECT may inspect the BUILDING WORK/IMPROVEMENTS and, if this is in accordance with the approved plans, he will inform the Building Control Office and they will act accordingly. Deviations and outstanding items must be rectified in terms of the CONTROLLING ARCHITECT finding.

Once the Building Control Office has received written confirmation of compliance from the CAF CONTROLLING ARCHITECT and the CAFPOA is satisfied that there are no outstanding fees or fines due by the BUILDING CONTRACTOR and PROPERTY OWNER, and that an occupation certificate has been obtained from Kraaifontein Municipality and that all landscaping has been completed in accordance with the approved LANDSCAPING PLAN, the CAFPOA DESIGN REVIEW COMMITTEE may inspect the improvements and, if and when satisfied, the Building Control Office will issue a APPROVAL FOR OCCUPATION CERTIFICATE for the BUILDING WORK/IMPROVEMENTS.

The CAFPOA APPROVAL FOR OCCUPATION CERTIFICATE or COMPLETION CERTIFICATE is required for moving in, as the SECURITY CONTRACTOR will not allow furniture moving vehicles through the gatehouse without a valid CAFPOA APPROVAL FOR OCCUPATION CERTIFICATE.

The builders deposit will be refunded (minus any outstanding recoveries) once the OCCUPATION CERTIFICATE has been issued by the CCT.

The PROPERTY OWNER, BUILDING CONTRACTOR, PRINCIPAL AGENT or PROJECT MANAGER undertakes to cooperate fully with the Building Control Office, Clara Anna Fontein, Security and CAFPOA DESIGN REVIEW COMMITTEE, to ensure that the spirit and intent of these rules and regulations are complied with. The PROPERTY OWNER acknowledges that he has employed the BUILDING CONTRACTOR and ARCHITECT and is responsible to ensure compliance with this Rules and Regulations as well as the DESIGN GUIDELINES and any rules made in terms thereof from time to time. The PROPERTY OWNER, BUILDING CONTRACTOR also acknowledges that they are aware of the BUILDING CONTROL OFFICE role, the fees and fines as per Annexure A - BUILDING CONTRACTOR FEES and Annexure C BBR Schedule of Transgressions and Penalties.

### **13. ACCEPTANCE AND COMMENCEMENT**

This Builders Rules & Regulations is hereby accepted unconditionally by the undersigned CONTRACTOR/SERVICE PROVIDER. The CAFPOA (or its duly authorised agent/s) is hereby authorised to impose the penalties as set out above.

A signed copy of this Builders Rules & Regulations together with a signed CONTRACTOR Site Access Checklist must be presented to the **CAFPOA Building Control Officer** prior to the commencement of any building or related activities.

### **14 ADDENDA**

- A: BUILDING FEES**
- B: SITE HAND OVER CERTIFICATE (SHOC) deliverables**
- C: TRANSGRESSIONS AND PENALTIES**
- D: LANDSCAPING AGREEMENT**
- E: OCCUPATIONAL HEALTH & SAFETY**
- F: BUILDING SITE INFORMATION**
- G: CONTRACTOR REGISTRATION**
- H: BUILDERS DEPOSIT AND LEVY INVOICING DETAILS**
- I: CONTRACTORS AND SAFETY SITE BOARD**

#### **A. BUILDING CONTRACTOR:**

Signed at Durbanville on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

AS WITNESS 1:



AS WITNESS 2:

who warrants that he is duly authorised thereto

Name of Signatory:

Capacity:

**B. PROPERTY OWNER:**

Signed at Durbanville on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

AS WITNESS 1:

AS WITNESS 2:

who warrants that he is duly authorised thereto

Name of Signatory:

Capacity:



**BUILDING RULES & REGULATIONS**

CAFPOA ver. 6

November  
2018

Approved by:

Pages: 24