

BOSKLOOF

E C O - E S T A T E

The Perfectly Natural Selection

Boskloof Eco-Estate Home Owners Association
P.O. Box 3069, Somerset West
Tel: (021) 852 9205 Fax: (021) 852 9207

CONTRACTOR'S OBLIGATION AGREEMENT

(To be completed and signed by both parties in respect of all work carried out on
Boskloof Eco-Estate)

PARTIES

Boskloof Eco - Estate Home Owners Association (BEEHOA) with:

The Contractor

.....

Principal Agent

Principal Agent (Where applicable):

.....

It is recorded that the Principal Agent above is the owner, accredited architect or anyone else
commissioned by the owner for the duration of the building contract.

Signed: (Contractor)

Witness: Date:

Signed: (BEEHOA)

Witness: Date:

BOSKLOOF

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Boskloof Eco-Estate Management Association
P.O. Box 3069, Somerset West
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CONTRACTOR'S OBLIGATION AGREEMENT

Construction Signs

The Contractor must erect a construction sign that must be approved by BEEHOA. The sign shall accommodate the street address, erf number, and owner's name.

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

Erosion Control

The Contractor shall install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site being cleared. All erosion control measures must be undertaken in collaboration with the Estate Manager or Resident Architect or Landscape Consultant, so as to ensure erosion is avoided. Sand bags and beams are to be placed where necessary to prevent erosion, particularly over weekends and holiday periods.

Litter Control

The Contractor shall control litter and wind blown litter by the following methods:

The installation of a fence along the entire perimeter of the site; the fence shall be forest green 80% shade cloth, 2m high with one x 4m entrance in a position ensuring minimal pedestrian traffic on the Estate. The shade cloth is to be affixed to the outside of the supporting poles by means of green painted battens running the full height of the poles, which are to be spaced not more than 2,4 meters apart. The top is to be kept horizontal by means of battens, wire or mesh.

The entrance is to be closed with 2-metre shade cloth at the end of each working day.

Clearing the site of litter and building scraps particularly on Friday afternoons. The Estate Manager, or his deputy, may require the Contractor to clear the site at any stage if, in their opinion, the site is untidy.

Placement of litter bins on site, or a demarcated screened refuse collection area.

All litter and building refuse is to be removed from the Estate.

No burning of litter or rubbish is permitted on site.

Any litter spread outside the site is to be regularly picked up.

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Work Hours

Unless otherwise approved by BEEHOA, construction work shall be limited to the time between 07h00 and 17h30, all builders to leave the Estate by 18h00, Mondays to Fridays. No construction will be allowed on Saturdays, Sundays or Public holidays.

A person with a contact number is to be nominated by the Contractor for any emergencies which may occur after hours. No unloading is to take place until 07h30.

Behaviour

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, the Assistant 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.

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.

In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles i.e. no pedestrian traffic.

No worker employed by the Contractor shall be entitled to be on the site other than during the hours provided unless the prior written consent of the BEEHOA or Estate Manager, or his deputy, is given.

Contractors are responsible for the conduct of all sub-contractors on site.

Supervision

A supervisor or foreman shall be appointed to control the site. No such supervisor/foreman will control more than two 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.

Security, Access to the Estate and damage to services / trees

The Contractor will ensure that all contractor and sub-contractor employees engaged in this contract are aware of and abide by the Security rules contained in Annexure "A" to these obligations.

The Contractor shall ensure that all vehicles use the roads with due care and, should any of the road edgings/verges, Telkom and electricity manholes, sewer connections, irrigation valves, metro water pipes, fire hydrants, any other services or trees on the property or verge be damaged by the said vehicles or persons under control of the Contractor, then the Contractor shall be responsible for repairing such damage at the Contractor's own cost. Precautionary measures should be taken at the outset to prevent any such damage.

Care shall be taken when transporting materials to the site that the Estate speed restriction of 30 km/h is adhered to.

Failure to take due care or to adhere to the speed restriction may result in a driver being fined or banned from access to the Estate and the construction site.

A building deposit of R 10 000 will be payable from the date of the site being handed over to the Contractor until 30 days after the date of the final clean up and inspection by the BEEHOA.

Parking

Construction vehicles shall not be parked in any area other than on the building site or on the verge bordering the site. Vehicles shall be parked with due consideration for users of the streets. Any damage caused by the parking of heavy vehicles will be repaired at the Contractor's expense.

Storing of Construction Material

All construction material shall be stacked neatly on the site. If utilizing common property you need BEEHOA approval or if utilizing the neighbors' site, you need to obtain permission from the erf owner.

Toilet facilities

The Contractors must provide adequate portable toilet facilities, either water-borne (flushing) connected to the main sewer, or chemical, plus rubbish bins for construction workers during the construction period. The location of such facilities must be placed so as to minimize offence to the owners of other units on the Estate. The toilets should be screened off within the site with forest green shade cloth. Workers found not utilizing the toilet facilities will be banned from the site.

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, including fine grading and seeding, assure positive drainage with no standing water, clean the entire site of all construction debris and refuse, and remove all temporary fencing facilities, equipment and unused materials. Where necessary, verges are to be leveled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Estate Landscaping Consultant. The Estate Manager or Resident Architect will, on completion of the contract, as part of the approval of the as-built plans by BEEHOA, carry out an inspection of the works inclusive of the verges and services.

Insurance

The Contractor shall take out at its own expense public liability assurance for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies BEEHOA against payment of any such claims for damages. Should blasting be required, NO blasting may take place without the BEEHOA approval and documents proving insurance cover re blasting.

Exterior Coatings

The Contractor acknowledges the requirement to comply fully with the BEEHOA Design and Development Guidelines in all respects, as well as with regard to exterior coatings and colours. Failure to comply with this requirement will result in BEEHOA insisting on the exterior coatings being re-applied at the Contractor's expense.

Neighbouring Erven

No encroachment onto neighbouring Erf will be permitted without the prior permission of the owners of such erven and BEEHOA

Deviation from Approved Plans

The Contractor shall not deviate from the approved plans without being in possession of amended plans approved by BEEHOA and the Somerset West Local Authority

Breach

In the event of the Contractor being in breach of any obligations under this agreement, then BEEHOA shall be entitled to one or more of the following remedies:

Give written notification to the Contractor to remedy the breach within 24 hours.

Close the Contractor's access to the site until the breaches have been remedied.

Insist on rectification of the breach at the cost of the Contractor.

Issue of a written warning.

Imposition of a fine as decided by the Disciplinary Committee.

General

Non-waiver

No indulgence, which any party may give to the other party in terms of this agreement, shall constitute a waiver by the former of any of its rights under this agreement.

Variation

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
