A COPY OF THIS DOCUMENT MUST BE GIVEN TO THE PROJECT MANAGER AND BUILDING CONTRACTOR AT EACH SITE HAND OVER.
INTRODUCTION

- Although the Bridge City Management Association (BCMA) does not control or monitor which Building contractors are employed by owners on the Precinct, the Association retains the right to question a contractor who consistently breaches the rules of the Precinct, or who they believe is not performing to the standards expected by the Association. The Association may also request the production of any document to establish such contractor’s credentials and bona-fides.

- The ethos of BRIDGE CITY is one of excellence in the management of all aspects of the environment and safety. Construction activities within BRIDGE CITY are required to be carried out in a manner that supports this ethos and is mindful of the rights of landowners, businesses, residents and members of the public using BRIDGE CITY.

- Accordingly, the Association has adopted specific rules as follows to regulate construction activities in BRIDGE CITY and all construction work shall comply with such rules and will be subject to review in terms of its compliance with these rules.

- The “Manager” referred to in these Rules means the incumbent Manager of the Bridge City Association.

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RECEIPT FOR DOCUMENTS

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN
LANDSCAPING PROTOCOLS
PENALTY PROTOCOL
BRIDGE CITY DEVELOPMENT MANUAL
SITE HANDOVER DOCUMENTS

Ann. “A”
Ann. “B”
Ann. “C”
Ann. “D”
Ann. “E”
Ann “F”
• All Owners, Project Managers and Contractors must employ the services of a professional registered Architect.

• In the interest of local Community development, local labour must be employed wherever possible and a skills training programme must be implemented. (Details of labour force, staff, and training programme required by the Association).

THE CONTRACTOR’S OBLIGATIONS

1.0 INTRODUCTION.

1.1 All Contractors working on any of the phases on Bridge City Precinct are to acquaint themselves thoroughly with this document and any revised edition, and are to sign acceptance of the same prior to the commencement of any work on the Precinct.

1.2 The manner in which a site is prepared prior to the commencement of construction will have more impact on the environment than any other stage of the development. Adherence to the following protocol is imperative.

1.3 The Project Manager and/or Principal Building Contractor will be required to sign an Obligations Agreement at each site handover.

2.0 PROCEDURE.

2.1 The client’s appointed Project Manager, is to submit a written request for consent to clear and establish the site to BCMA Management a minimum of 7 working days prior to the anticipated site handover meeting, and at that stage, provide the details of the Principal Building Contractor. See Clause 4.1 as well.

2.2 On receipt of the written consent, the location of the footprint, actual foundations and driveway between the site boundary and the footprint must be marked before any site clearing can be done.

2.3 Only that portion of the footprint actually required for the purpose of building work, and the driveway, may be cleared of vegetation. The extent of the clearing must be discussed with the BCMA Management prior to any clearing commences. Please note: No earthwork may commence until after the official site handover meeting.

3.0 SITE HANDOVER. See Annexure “F”

3.1 Please note: A site will not be handed over for any form of work to commence if the property has not been transferred into the new owner’s name and is registered at the deeds office, unless prior written approval has been received from the JV or eTM.

3.2 A site handover meeting will be held on the specific site prior to the Contractor being permitted to move onto site in any form. This includes the storing of fill materials.

3.3 The client’s appointed Project Manager is to submit a request to BCMA Management for a site handover meeting on site, by submitting the documentation attached hereto as Annexure “F” and arranging a site handover date with the Association Manager.

The following to be addressed by the accredited Principal Building Contractor at least 7 working days prior to the site handover date.

3.3.1 Extent of shuttering to be discussed, including the positioning of the site toilets and refuse bins, and site establishment plan.

3.3.2 Extent of cut and fill to be discussed, including retaining structures, and an earthworks plan submitted to BCMA via the Principal Agent.

3.3.3 To issue BCMA via the Project Manager an anticipated programme of work, highlighting construction milestones, and completion dates within the construction period outlined in Clause 6.0.

3.3.4 Implementation of an approved storm water management plan to be discussed, and submission of a pre-construction and during construction storm water management plan to BCMA via the Project Manager.

3.3.5 On site Environmental issues to be addressed, including preservation of existing vegetation and the storage of materials etc.

3.3.6 The Project Manager/Building contractor to supply a list of anticipated sub-contractors, service providers and suppliers.

3.3.7 Establish the position to access the site during construction if it is not the same as that already established by the Developer.
3.3.8 Ensuring the Professional Notice Board is installed correctly on site in accordance with Clause 7.0 prior to the site hand over meeting.

3.3.9 The storm water connection must be located prior to the site hand over meeting and the connection point flagged and be visible at the site hand over meeting.

The following to be addressed by the accredited Agent/Project Manager or Architect at least 7 working days prior to the site hand over date.

3.3.10 The architect must photograph the site and surroundings in digital format prior to the site hand over meeting and submit these on digital format to the Association Manager for their records. These photographs to include: general site; all street furniture immediately in front and adjacent to the site, including lamp posts, bollards, manholes, etc. All site boundaries including pavements, indicating their state of repair; all verge planting immediately in front of and adjacent to the site.

3.3.11 To submit a copy of the Professional Notice Board to BCMA for approval at least 14 days prior to the site hand over meeting, and ensuring this board is installed in accordance with Clause 7.0 prior to the site hand over meeting.

4.0 SITE CAMP & SITE ESTABLISHMENT.

4.1 Prior to the site handover day, the Project Manager must submit to BCMA a site plan showing the footprint of the proposed buildings, the position of the site toilets and showers, the position of the site office, the position of the refuse and refuse skip area, the position of building materials storage area, and the position of the Professional Notice Board.

4.2 The construction site/camp will be comprised of:

- Site office;
- Ablution facilities;
- Designated first-aid area;
- Eating area;
- Staff toilets and ablation facilities;
- Refueling area (if required);
- Maintenance area (if required);
- Material storage area;
- Refuse area.

4.3 The site offices and storage containers must be erected and contained within the construction site.

4.4 Should there be a provision of vendors/food suppliers on site, these are to be located on site for the service of that site only, and not for the general public

4.5 Fire prevention facilities must be present at all site offices and all storage facilities.

4.6 Stacking of storage and office containers on top of each other on any site as shown in the picture below will not be permitted without written approval from BCMA.

4.7 The site camp must be maintained on a daily basis and not have negative visual impact on the Precinct.

4.8 All vegetation that has been cleared is to be removed from the site immediately, or used as mulch as per re-vegetation specifications.

5.0 BUILDING SITE PERIMETER HOARDING.

5.1 The site must be adequately fenced and secured to minimise the risk of crime, and be safe from access by children, animals, and any unauthorised visitors in terms of the Occupational Health and Safety Act.

5.2 All visitors to the site, including the owner of the site, must obtain permission from the Site Foreman in charge of the site prior to entering the site.

5.3 All visitors to the site must sign the visitors’ book which is kept on site and specify the reason for the visit.

5.4 Once the areas to be screened off and the extent of the site perimeter to be fenced off, have been established on site, and verified by the Precinct Manager, it must be screened off with a green minimum 1800mm high 80% density dark green shade cloth, supported on a boxon fence, top straining wire allk mounted on 150mm gum poles. There should be a one off 4.0 metre wide lockable entrance gate in a position agreed to at the site handover.

5.5 The entrance is to be closed and secured with a gate which is adequately locked after hours by means of a chain and a padlock. The gate must be cladled with the same material as the hoarding. There must be no gaps under the gate or between the leaves for a small child to crawl through.

5.6 The site access gate must be adequately secured at the end of each working day preventing unauthorised access to the site after working hours and the wind blowing it over.
5.7 This perimeter hoarding must be installed and completed prior to any construction work commencing on the site.

5.8 Regular inspections must be carried out by the Building Contractor during building operations to ensure containment within the screened areas, and to monitor damage to the surrounding vegetation. Any damage to existing vegetation must be reported to the Precinct Management immediately, who will instruct the contractor responsible for the damage in respect of repair or replacement. This will be for the contractor’s account, as will any fines or penalties imposed for the damage done.

5.9 BCMA will carry out regular inspections on each site to ensure clause 5.0 is adhered to. The Project Manager/Building Contractor will be notified to carry out any remedial work, if required, within a specified time period.

5.10 Should the DRP consider special hoardings are required in any circumstances, including coverings over sidewalks and other areas where members of the public may be at risk from building activities, its decision shall be binding on the Owner, who shall ensure all such requirements are complied with.

5.11 Unless issued with a permit from the eThekwini Municipality, a copy of which is to be lodged with the Association management, permitting the use of parking bays adjoining the site, the hoarding is to be erected and maintained on the cadastral boundary line. Pedestrians are to be protected at all times and have access past the site.

5.12 The Owner/Project manager shall, at his cost, arrange for the Association Landscape contractor to remove any existing trees, bag and store them for reinstatement on completion of the building, or protect and water the trees in a manner acceptable to the Association.

5.13 The conditions in Clause 5 are seen as the minimum, and compliance with them does not absolve the owner from compliance with further conditions which may arise from the CEMP or Local Authority.

6.0 CONSTRUCTION PERIOD.

6.1 The Building Contractor on Mixed Development sites must lodge a building programme with BCMA, indicating the estimated completion date.

6.2 A penalty will be imposed on the Project Manager/Building Contractor for any building work exceeding the maximum building completion date, which does not have the BCMA’s written extended period consent.

6.3 Should the Project Manager/Building Contractor find, for reasons beyond his control, the building period will exceed the construction period stipulated in his original programme, he must apply to the BCMA for an extension thereto.

7.0 CONSTRUCTION SIGNAGE.

7.1 The Building Contractor will erect a Professional Notice Board (Contractors Board) on the site in the position agreed on prior to the site hand over.

7.2 This Notice Board must be erected within 7 working days prior to the site handover meeting.

7.3 This notice board will be in the form and design approved by BCMA as described below.

7.4 The notice board will strictly accommodate the Development Proposal; Street Address; Lot Number; Owner's Name; Architects Name and Contact Number; Engineer's name and Contact Number; Principal Building Contractor's Name and Contact Number; Landscape Contractor’s Name and Contact Number; and any other Professional's Name approved by BCMA, and the name and 24 hour contact number of the responsible person to contact in case of any emergency.

7.5 No other signage of any Building Contractor; Sub-Contractor; Service Provider; Financing Company; Real Estatet Agents; or any other parties concerned with the project may be erected on the site or anywhere on the Precinct.

7.6 The Project Manager must submit a copy of the Professionals Notice board to the Association Manager for approval at least 14 working days prior to the site handover date, or within adequate time to obtain BCMA approval and have the Notice Board manufactured in time to be erected prior to the site hand over meeting.

7.7 On approval by the Association Precinct Manager, the Project Manager or the Building Contractor will issue the Sign Writer the relevant BCMA approved information for the Professional Notice Board.

7.8 The design and specifications for this board are as follows:

7.8.1 The dimensions are indicated hereafter and as per the diagram in Clause 7.9 and shall be strictly adhered to.
7.8.2 Note that all the professional services involved on the project must be shown, as listed in Clause 7.4.

7.8.3 The Project board shall be on a background of Plascon Turf Green A23-7 or equal BCMA approved colour background.

7.8.4 The inclusion of the words: “FOR SALE”; “TO LET”; “SPEC”; or “TO BUY” are strictly prohibited.

7.8.5 This notice board will be adequately fixed to two 150 mm Ø gum poles. The gum poles will be adequately planted in firm soil so as to support the board in any weather conditions.

7.8.6 The board must be positioned hard up against the shade cloth fence, as near to the entrance to the site as it practically possible.

7.8.7 The board must be positioned hard up against the shade cloth fence, as near to the entrance to the site as it practically possible.

7.8.8 The board must be parallel with the road.

7.9 **TYPICAL PROFESSIONAL NOTICE BOARD FOR BCMA SITES.**

(See clause 7 above)

2000mm wide x 3000mm high

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**PROPOSED NEW DEVELOPMENT FOR ABC (Pty) Ltd**

**ON LOT 30 BRIDGE CITY**

**PROJECT MANAGER**

ABC PROJECTS

031-5555555

**ARCHITECT**

ABC ARCHITECTS

031 - 5555555

**QUANTITY SURVEYOR**

ABC SURVEY PROJECTS

031 - 5555555

**CONSULTING ENGINEER**

ABC & ASSOCIATES

031 - 5555555

**ELECTRICAL ENGINEER**

ABC DESIGN ASSOCIATES

031 - 5555555

**CONTRACTOR**

ABC & SON BUILDING (PTY) LTD

031 – 5555555

**LANDSCAPER**

ABC LANDSCAPES

031 – 5555555

**ENVIRONMENTAL CONSULTANT**

ABC ENVIRONMENTAL

031-5555555

**COMMUNITY LIAISON OFFICER**

ABC SERVICES

031-5555555

**CONTRACTOR/SITE AGENT**

JOHN TREE : 031-5555555 / 088-5555555

**EMERGENCY 24 HOUR CONTACT**

JOHN TREE  088-5555555
8.0 LITTER AND REFUSE CONTROL.

8.1 The Project Manager/Building Contractor shall control all litter and refuse on the site by the following methods:

8.2 Placement of adequate number of litter bins, skips, or demarcated and screened refuse areas in accordance with the Bridge City Environmental Management Plan and the eThekwini Municipal requirements.

8.3 The site must be cleared of all litter and building refuse which must be removed from the Precinct at least once per week, preferably on a Friday.

8.4 The site must be litter and refuse free over weekends, public holidays, and during any extended closure periods.

8.5 Burning of any litter, refuse, or rubbish is strictly not permitted on any site.

8.6 Any litter spread outside the site is to be immediately picked up. This includes building debris and stones in the driveway access to the site and in the road verge and road directly adjacent to the site.

8.7 Any spillage of refuse and/or building materials on any of the Precinct's roads or verges must be cleaned up immediately.

8.8 The Association Manager may require the Project Manager/Building Contractor to stop all construction work to clear the site at any stage and within a specified period if, in his opinion, the site is untidy and aesthetically not acceptable. Any claim of contractual delays will be at the contractor's expense.

8.9 All litter bins must have lids, and skips must have a shade cloth covering to prevent the contents from being wind blown over the site.

8.10 Litter bins must have inner plastic refuse bags for efficient control and safe disposal.

8.11 The Project Manager/Building Contractor is to ensure all sub-contractors, suppliers, service providers, and staff strictly adhere to this requirement.

8.12 All flammable, toxic, or contaminated refuse must be contained in separate safe containments and disposed of by a registered waste management company.

9.0 VEGETATION.

9.1 No vegetation of any description is to be removed, cut back, or pruned, without the written consent of the Association Manager.

9.2 Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Precinct.

9.3 The Project Manager/Principal Building Contractor must ensure that the site is free of weeds/alien plants at all times.

9.4 The Project Manager/Principal Building Contractor will ensure that the site and working areas are kept clean and tidy at all times.

9.5 No harvesting of firewood from the site or from any areas adjacent to the site is permitted.

9.6 Project Managers/Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to the natural environment and vegetation.

9.7 All banks must be cut and trimmed to 26°, and then vegetated with grass immediately on completion of the earthworks. Any banks steeper than 26 degrees much have some form of approved structural support.

9.8 All Landscaping and infrastructure surrounding the site, whether above ground (trees, paving, lamp posts, signs, roads, ducts, fire hydrants, services connections etc.) or buried (services lines, irrigation, ducts, cables etc.) shall be protected at all times. The Owner/Project manager shall be responsible and shall ensure
his development team acquires all services layouts and proves all services before commencement of work. Owing to the fact construction often takes place on zero building lines, owners are specifically warned that lateral support structures will generally be required around basements or other excavations.

9.9 Any damage to any landscaping and/or infrastructure, (including roads and verges) shall be reported immediately to the Manager, who will either instruct the Owner to immediately repair such damage at his cost to the satisfaction of the Association, or undertake repairs to the account of the Owner.

10.0 STORM WATER & EROSION CONTROLS.

10.1 The Project Manager/Building Contractor will install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site / building footprint being cleared. All erosion control measures must be undertaken in collaboration with the Association Manager or the BCMA Landscape Consultant, to ensure erosion is avoided. Sand bags, silt traps and berms are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods.

10.2 The Principal Building Contractor must attend to drainage of the building site to avoid standing water and/or sheet erosion. Please refer to the Environmental Management Plan and strictly adhere to the requirements.

10.3 The Project Manager/Building Contractor must inspect the site and ensure all erosion control methods in place are maintained and adequately serve their function. This inspection must be carried out on a daily basis.

10.4 The Project Manager/Building Contractor is required to inspect the site during any rain storm during and after working hours, and implement any emergency storm water control work immediately.

10.5 Storm water damage, remedial work, and cleaning up must be done immediately after any rain storm.

10.6 BCMA management will carry out regular site inspections and assess the erosion control management and, if in their opinion, find that it is not adequate, will instruct the Project Manager/Building Contractor to carry out remedial work and improve the erosion control management within a certain time period, and to maintain the standard throughout the construction period.

11.0 WORK HOURS.

11.1 Unless otherwise approved by the BCMA Management, construction work shall be strictly limited to the time between 06h00 and 18h00 from Mondays through to Fridays.

11.2 Saturdays will strictly be by site specific motivations and written consent from BCMA Management, and will strictly be between 07h00 to 17h00 as specified by BCMA Management consent, subject to no earthworks, heavy plant equipment, no power tools, and no reports received of any noise being generated from the site.

11.3 In certain built-up areas on the Precinct, consent to work on a Saturday will not be considered.

Please note: The times specified is the actual time from when contractors will be allowed onto the Precinct in the morning and the time by which contractors must be off the Precinct in the evening.

11.4 No deliveries will be permitted outside the working hours specified, nor on any Saturday, Sunday, or Public Holiday. See Clause 11.7. and Clause 15.0.

11.5 No work will be permitted on any Sunday or Public Holidays.

11.6 No Contractor or employee of such contractor shall be entitled to be on the site other than during the hours provided, and no Contractor or employee of such contractor will be permitted to stay over night and sleep on any site unless the prior written consent of the BCMA Management is given.

11.7 A responsible person with a 24 hour emergency contact number must be appointed by the Project Manager/Building Contractor in case of any emergency on site. This person’s name and number must appear on the Professional Notice Board, and must be available at all hours to respond immediately when contacted.

11.8 Deliveries to any site are only permitted between 08h00 and 16h30 Monday to Friday. Should the contractor have an urgent delivery between 06h00 to 08h00 or between 16h30 to 18h00 from Monday to Friday, the Project Manager/Building Contractor (or designated
Site Foreman) must personally meet the delivery vehicle outside the Precinct and escort it to site, and escort it off the Precinct thereafter. Please note: Telephonic notification to security control room requesting access for late deliveries after hours will not be accepted. Refer to Clause 15.

11.9 For deliveries between 08h00 and 16h30 Monday to Friday, the Project Manager/Principal Building Contractor, or designated Site Foreman, must be on the site to accept the delivery and ensure any material delivered is placed correctly on the site. Under no circumstances must a sub-contractor or any other person be left in charge on a site to accept any deliveries.

11.10 If any Project Manager/Principal Building Contractor or designated Site Foreman has made arrangements with a sub-contractor or a lift club to transport staff or labour to and from the site, then the Principal Building Contractor or his designated Site Foreman must be on the site to ensure these persons arrive at an open site. Under no circumstances may staff or labour be dropped off outside a locked site and congregate outside the site waiting for the site to be opened, or congregate outside the site waiting to be collected.

12.0 SECURITY.

Please Note: This Clause must be read in conjunction with the Security Rules and Procedures Protocol and the Penalty Protocols.

12.1 All Project Managers, Contractors, sub-contractors, suppliers, service providers, and labourers are to comply with all Security Regulations and Protocols as prescribed in the Security Protocol, as amended from time to time. It is the Project Manager/Building Contractor’s responsibility to ensure they have the latest edition and that all persons on site are familiar with the contents thereof and strictly adhere to these regulations.

12.2 No employees are allowed to congregate anywhere within the Precinct. Any pick-up point is to be outside the Precinct.

12.3 The recruiting of casual labour by the gates is strictly forbidden.

12.4 Strikes, toy-toying, or demonstrations will not be permitted on the Precinct. All labour/work disputes must be resolved off the Precinct.

12.5 No firearms will be allowed on any site or in any vehicle transporting staff to and from any site, unless used by Precinct Security personnel.

12.6 At least one security guard from a registered security Company is to be employed for 24/7 coverage of the site during the construction period, with communication to a backup should help be needed. It is recommended the same Association security provider be employed for this purpose, to ensure co-operation and efficiency.

12.7 For security purposes, the construction site must be lit after dark for the duration of the contract. The minimum requirement is for adequate ground and below ground lighting to make it possible to walk these areas at night.

12.8 All labour on site must wear distinctive clothing or overalls, identifying them with the Company/contractor for whom they work. They must be in possession of their IDs.

13.0 BEHAVIOUR.

13.1 All construction staff, labourers, service providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Precinct. Their behaviour shall not disturb other owners, residents or activities on the Precinct. The Association Manager and Precinct Security, shall have the right to control behaviour and noise generated by construction workers and to evict disruptive workers from the Precinct.

13.2 The Project Manager/Building Contractor must ensure all staff, labour, sub-contractors, service providers, suppliers, and visitors entering a site under his/her control, have been adequately inducted in site safety, environmental awareness, and the Precinct’s Protocols and strictly adhere to these rules and requirements.

13.3 Bringing pets onto any building site is forbidden.

13.4 The Project Manager/Building Contractor must at all time ensure that excessive noise is prevented.

13.5 No employee employed by the Building Contractor shall be entitled to be on the site other than during the hours provided in Clause 11.0 unless the prior written consent of the BCMA Management is given.

13.6 The Project Manager/Building Contractor is responsible for the conduct of all their staff, labourers, sub-contractors, suppliers, and service providers from the time they have entered the Precinct until they have left the Precinct.

13.7 Project Managers/Contractors may not bring or allow any of their staff, labour, sub-contractors, suppliers, and service providers to bring any alcohol onto the Precinct, or allow alcohol to be consumed on any construction site, save for when written consent has been given by the BCMA to a Project Manager/Building
13.8 All contractor staff shall at all times whilst on the Precinct, wear overalls or shirts displaying the name of the company or contractor they are representing.

14.0 SUPERVISION.

14.1 A Supervisor or Site Foreman shall be appointed to control the site. No such Supervisor/Site Foreman will be permitted to control more than two commercial sites on the Precinct at any one time. They are to be on site or be immediately available during working hours when required by BCMA management, and will be deemed to be the Building Contractor’s representative in the Project Manager/Building Contractor’s absence.

14.2 This Supervisor or Site Foreman must be trained and qualified in all aspects of site safety, first aid, and building construction, and be fully acquainted with all rules and protocols governing the Precinct.

15.0 ACCESS TO THE PRECINCT, USE OF ROADS, AND DAMAGE TO PRECINCT PROPERTY.

15.1 The Project Manager/Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.

15.2 Should any of the road edging/verges, Telkom and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants, any other services or trees on the property or verge be damaged by any Contractor, Supplier, Service Provider, Sub-Contractor, Staff Member, or labourer under the Project Manager/Building Contractor’s control, the Project Manager/Building Contractor shall be responsible for repairing such damage immediately at their own cost, failing which the damage will be repaired by the BCMA and the costs therefore deducted from the owner’s retention deposit. Precautionary measures must be taken at the outset to prevent any such damage.

15.3 Care shall be taken when transporting materials to the site that the Precinct speed restriction is strictly adhered to.

15.4 During transportation on the Precinct of any person on any open truck or LDV, such persons must be transported safely seated within the confines of the bin with the tailgate shut and secured. They are not permitted to be transported in a standing position, sitting on the bin’s rim, or stand on the tailgate or tow-bar. Any person being transported is also not permitted to sit on top of any materials loaded in the bin.

15.5 Failure to take due care or to adhere to the speed restriction or any other traffic signs will result in a driver being subject to a penalty as laid down by the Penalty Protocols or banned from access to the Precinct and any construction site.

15.6 The Owner/Project Manager/Contractor indemnifies the Bridge City Management Association and its employees or representatives against any claims for loss or damage, which may occur on the Precinct during the course of any work being carried out.

15.7 All articulated or abnormal vehicles, with or without trailers, may enter the Precinct, but must exercise due care and attention whilst on the property. They should be escorted to and from the site to which they are going by someone in authority nominated by the contractor, and by security. Any damage along the way must be recorded and photographed. The Project Manager/Building Contractor will be held responsible to rectify any damage to BCMA’s satisfaction and approval.
15.8 Any vehicle, in the opinion of BCMA Management, found to be not road worthy, a danger on the Precinct, causes any pollution or contamination of the environment on the Precinct, will be removed from the Precinct.

15.9 Servicing or carrying out repairs to any vehicle or equipment is not permitted on the Precinct.

16.0 PARKING.

16.1 Construction vehicles shall not be parked in any area other than on the building site, or in demarcated parking bays in the streets. Vehicles parked on the verge shall be parked with due consideration for users of the street and on the correct side of the road. Any damage caused to the verge and/or Precinct and private property by the parking of vehicles, including oil, diesel, or material spillages, will be repaired immediately at the Owner/Project Manager/Principal Building Contractor’s expense.

16.2 It is the Project Manager’s responsibility to ensure adequate parking is available on the construction site for vehicles visiting and/or delivering materials. In accordance with A.3.1 (g) of the CEMP, adequate parking must be provided for site staff and visitors.

16.3 To minimise the volume of traffic and congestion on site, the Project Manager/Building Contractor should consider transporting those labour and staff to and from site, who do not use their vehicles for business purposes on site during the course of the working day.

17.0 STORING OF CONSTRUCTION MATERIALS AND HAZARDOUS SUBSTANCES.

17.1 All construction material shall be stacked neatly and safely within the perimeter hoarding of the site where the work is in progress. No stockpiles of any material are to exceed 2.0 metres in height.

17.2 Any stockpile of spoil or other soil or loose material of any description must not exceed 2.0 metres in height, must be covered to stop dust blowing therefrom, and be adequately protected from erosion.

17.3 All materials and equipment must be stored in a safe manner in accordance with the Occupational Health and Safety Act.

17.4 No materials or equipment may be permanently placed or stored outside of the building site, on the verge, or on adjacent sites at any time. Any materials or equipment delivered to the site and left on the verge during the day must be moved onto the site by 18h00 on the day of the delivery.

17.5 Should the Project Manager/Building Contractor encounter a late delivery which cannot be moved off the verge by 18h00 on the day of the delivery, consent must be obtained from BCMA Management prior to 16h30 allowing the contractor until 20h00 to move the materials, or alternatively to leave it on the verge overnight, subject to it being moved onto site from 06h00 the following day.

17.6 Owners/Residents working or living adjacent to any construction site where hazardous materials are stored must be notified of the existence of such hazardous materials and location of the storage area.

18.0 TOILET AND ABLUTION FACILITIES.

18.1 The Project Manager/Building Contractor must provide adequate temporary portable chemical toilet facilities. These toilets must be serviced by a sanitation company at least once per week. Water-borne site toilets may only be connected to the Precinct sewer system via the proper connection on the site with eTM permission.

18.2 The toilets may not be placed within a distance of 50 metres from any dam, wetland boundary, water course, soak away, river, stream or any water bodies.

18.3 No person is permitted to urinate anywhere on the site other than in the toilet facility provided.

18.4 Under no circumstances may open areas and/or the surrounding bush be used as toilet facilities.

18.5 The toilets must be adequately screened off, as described in Clause 5.0 of this Protocol.
18.6 Toilets are to be provided at a rate of not less than one toilet for every 20 (or part thereof) persons on site.

18.7 Separate toilets must be provided for both males and females working on the building site.

18.8 BCMA reserves the right to stop all work on any site if in their opinion insufficient or no toilets have been provided, until such time as sufficient facilities have been provided.

18.9 Adequate shower and wash-up facilities must be provided on the site by the Principal Building Contractor. These must be screened off as described in Clause 5.0. The wastewater from these showers and wash-up areas must be piped to the portable holding tank on site, which must be serviced on a weekly basis by an approved and registered sanitation company.

18.10 Adequate changing areas where staff and/or labourers can change clothing and store personal effects must be provided by the Project Manager/Building Contractor. No clothing, bags, etc will be permitted to hang over the perimeter hoarding, trees, or in view of any visitors to the site, or from outside the site. No person is permitted to change outside the site or in view of any public from any road or adjacent site.

18.11 The Project Manager/Building Contractor must carry out regular inspections of these facilities and ensure that any contamination or pollution is remedied immediately, and that these facilities do not pose unhygienic or health hazard at any time.

19.0 FINAL CLEAN UP AND COMPLETION.

19.1 At the conclusion of the construction work, preferably at Practical Completion, the Project Manager/Building Contractor shall restore all pavements, verges, roadways, 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, offices, storage, equipment, and materials. Where necessary, verges are to be leveled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Precinct Environmental Consultant. Any polluted soil due to oil or diesel spills is to be excavated and disposed of off-site outside the Precinct at an approved landfill site, the hole filled with approved top-soil, and the vegetation rehabilitated.

19.2 The Precinct Manager or the Environmental Consultant will, on completion of the work on site, as part of the approval of the as-built plans by BCMA, carry out an inspection of the works, inclusive of the verges and services.

19.3 On completion of each project, the finishing standard and quality of the cleanup process will be assessed and, should the Project Manager/Building Contractor’s work not be acceptable in respect of Bridge City Management Association standards and quality, any further work required will be carried out by the Association and the costs therefore deducted from the owner’s retention fee.

20.0 INSURANCE.

20.1 The Project Manager is to ensure the Building Contractor takes out at his/her own expense a public liability insurance of not less than R1,000,000.00 per construction site for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies BCMA against payment of any such claims for damages.

20.3 A Certificate confirming this insurance is to be included in the documentation presented at the time of site handover.

21.0 EXTERIOR COATINGS.

21.1 The Project Manager/Building Contractor acknowledges the requirements to comply fully and strictly with the BCMA Development Manual and the Town planning Controls in all respects as amended from time to time, including exterior coatings and colours. Failure to comply with this requirement will result in BCMA insisting on the exterior coatings being re-applied at the Owner/Contractor’s expense.

22.0 NEIGHBOURING PROPERTIES AND PRECINCT (COMMON) PROPERTY.

22.1 No encroachment onto neighbouring sites and Precinct property will be permitted during construction without the prior written permission of the registered owner of such site and BCMA. The Association reserves the right to refuse permission if, in their opinion, it is not a necessity to encroach.

22.2 Any damage to adjoining properties shall be repaired/made good immediately the damage occurs and not left until the end of the construction.

23.0 APPROVED PLAN & SITE HANDOVER.

23.1 No work may commence on any site prior to the official site handover and written permission from BCMA.

23.2 Construction may only commence on production of all documentation listed in the handover documents (Annexure F).
23.3 No interference or use of neighbouring or Precinct services or property is permitted without express written permission of the owner or the Association.

24.0 DEVIATION FROM APPROVED PLANS.

24.1 The Owner/Project Manager/Contractor shall not deviate from the eThekwini Municipality approved building plans in any form without being in possession of an approved amended plan and written permission from the Design Review Panel to proceed with the deviation.

24.2 All proposed deviations must be submitted by the Architect to the BCMA Design Review Panel and the eThekwini Municipality for approval prior to any deviations commencing on site.

25.0 BREACH.

25.1 In the event of the Contractor being in breach of any obligations under this agreement, including the Bridge City Environmental Management Plan, the relevant Precinct plan the Design Code, the Development Manual or the Town planning Controls, BCMA shall be entitled to one or more of the following remedies, as prescribed in the Penalty Protocol attached hereto (Annexure D):

25.1.1 Give written notification to the Owner/Project Manager/Building Contractor to remedy the breach within 24 hours.

25.1.2 Stop additional construction work on the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor’s expense.

25.1.3 Insist on rectification of the breach at the cost to the Owner/Project Manager/Building Contractor.

25.1.4 Issue a written warning.

25.1.5 Imposition of a penalty as indicated in the Penalty Protocol, or as decided by the Bridge City Design Review Panel.

26.0 ENVIRONMENTAL MANAGEMENT.

26.1 Each site will appoint a Site Environmental Control Officer to ensure compliance with the Construction Environmental Plan, which is to be read in conjunction with these protocols.

26.2 All Owners/Project Managers/Contractors will strictly comply with the provisions of the Bridge City CEMP and the site specific Construction Environmental Management Plan (E.M.P.), as amended from time to time. Copies of these are available from the BCMA Management office and the Architect/Project Manager.

26.3 It is the Project Manager’s responsibility to ensure all site supervisors and site foremen have at least one hour’s Environmental awareness training by the site Environmental Control Officer, or similar qualified person.

26.4 Each Commercial, Retail and Sectional title site must have a designated Environmental Officer as required in accordance with the C.E.M.P.

26.5 Failure to comply with the requirements of the Construction Environmental Management Plan in any form will result in penalties being imposed on the Contractor by BCMA and the KwaZulu Natal Department of Agriculture and Environmental Affairs (D.A.E.A.)

27.0 HISTORICAL & ARCHAEOLOGICAL.

27.1 Possible items of historical or archaeological value including old stone foundations, tools, clayware, jewellery, remains, fossils, etc could be found on any site. When a Project Manager/Contractor during site establishment and earthwork comes across any of these, they must stop work immediately and notify BCMA Management to investigate, document, and photograph any such finds. Should it be a significant find, then the Research and Development Division of AMAFA will be contacted.

28.0 NOISE

28.1 Machinery and vehicles are to be kept in good working order throughout the duration of the project to minimize noise nuisance on the Precinct. All must meet the manufacturer’s specifications for safety, fuel consumption, and prevention of hydraulic system and fuel leaks.

28.2 Should excessive emissions be observed, the contractor must carry out remedial work to the machinery or vehicle immediately.

28.3 Noisy activities must be restricted to the times specified under Clause 11.0.
29.0 DUST AND AIR POLLUTION.

29.1 Vehicles traveling to and from any construction site must adhere to the speed limits so as to avoid producing excessive dust.

29.2 A speed limit of 20 Km/h must be adhered to on all dirt roads.

29.3 Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions to avoid excessive dust.

29.4 Wherever dust is unavoidable on a site, additional screening will be required at the discretion of the Environmental Consultant and BCMA Management.

29.5 No fires are allowed on any site.

29.6 Stockpiles of soil may cause dust and so must be managed with the guidelines in materials and management in terms of Clause B.14 of the Construction Environmental Management Plan.

29.7 Stockpiles of any soil may not exceed 2.0 metres in height, and may not be higher than the perimeter hoarding.

30.0 SKILLS TRAINING.

30.1 In the interest of Local Community Development, local labour must be employed wherever possible, and an on site skills training programme must be implemented. Details of the training programme to be submitted to BCMA at each site hand over.

30.2 Clause 38 of the Sales Agreement between the Developer (Effingham JV) in respect of employment practice is to be adhered to.

31.0 RETENTION FEE.

31.1 All Owners are obliged to pay a Retention fee to the Association before any construction can commence. Proof of the payment of this fee, which may be by cash, cheque or Internet transfer, is to be produced at site handover at the latest. The amount of the fee payable is dependent on the size of the development.

31.2 This fee will be held in an account by the Association, and used to complete any repairs not performed by the owner, or recover any penalties not paid at the time.

31.3 Where in the opinion of the Manager the risk of or actual damage to public (common) infrastructure renders the standard retention deposit insufficient, he may require an additional deposit to be lodged with the Association.

31.4 On completion of the contract and submission of the as-built plans, the Association will carry out an inspection of the site and the balance of the fee will be refunded after one month, once the Association is satisfied the site is complete (Clause 35) and any damages to Precinct property repaired.

32.0 NON-WAIVER.

32.1 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.

33.0 VARIATION.

33.1 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.

34.0 EARTHWORKS COMPLETION LANDSCAPING.

34.1 It is recommended once earthworks have been completed on a site and the final platform established that the banks must be trimmed, shaped, and grassed immediately wherever possible to prevent erosion, mud on the roads and clogging of storm water drains.

34.2 Once banks have been sodded, the perimeter hoarding may be moved to a position on top of the bank on the platform if practical.

35.0 COMPLETION AND SIGN-OFF

35.1 On completion of the contract, the Design Review Panel will carry out an inspection of the site and, if satisfied, issue a Certificate of Compliance in respect of the overall site. Such a certificate is a pre-requisite for official handover or occupation of the building and refund of the Retention Fee (31.1)