

## CONSTRUCTION AGREEMENT

FOR WORKS ON SITE NO ..... OF THE GATES AT HILTON

THE FOLLOWING AGREEMENT APPLIES TO ALL BUILDERS, SUB-CONTRACTORS, LABOUR AND SUPPLIERS CONTRACTED TO WORK AT THE GATES AT HILTON, AND MUST BE SIGNED BY THE PARTIES LISTED BELOW PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY.

### 1. PARTIES

1.1 The Gates at Hilton Homeowners Association

1.2 .....  
Contractor

1.3 .....  
Owner

1.4 .....  
Supervising or project managing agent of owner

It is recorded that the agent above is the accredited architect/designer, or other competent person approved by the HOA, commissioned by the owner for the full duration of the building contract, to carry out a full service up to certificate of completion and occupation.

### 2. RECORDAL

2.1 The Gates at Hilton (TGAH) is a private residential development adjoining the Hilton College Estate.

2.2 The contractor has been contracted by the owner to carry out building work on the owner's property.

2.3 The contractor has accepted his mandate, subject to the obligations in favour of TGAH as outlined in this agreement.

2.4 All the parties have consented to this agreement in order to ensure quality control and conformity to the building design code, as published.

2.5 TGAH is managed by Gwens Stream Estates (Pty) Ltd (GSE) during the development phase and will subsequently be managed by the Homeowners' Association (HOA) of TGAH. When the HOA formally takes control, GSE will assign its rights and obligations in respect of the development to the HOA.

2.6 The owner acknowledges the Contractor's agreement to build in accordance with the building plans, as approved by the Architectural Committee (AC) and the Local Authority, and undertakes not to issue any variation instructions unless prior approval has been gained from the AC and the Municipality.

2.7 The owner agrees that he/she is jointly and severally liable with the Contractor for the latter's performance of obligations as set out in this agreement.

### **3. CONTRACTOR APPROVAL**

- 3.1 The owner is responsible for ensuring that the contractor is accredited with the AC.
- 3.2 A formal contract, such as the JBCC contract, must be in place between the owner and contractor, prior to commencement of work.

### **4. BUILDING PROCEDURES**

- 4.1 All construction must comply with the procedures as laid out in the Building Procedures. This includes regulations relating to submission of plans, construction and arrangements for site inspections.
- 4.2 Construction must be in accordance with the approved plans.
- 4.3 Instructions regarding hours of work, as published by GSE, must be strictly adhered to.
- 4.4 Security Protocol and all other relevant rules must be adhered to.

### **5. ENVIRONMENTAL AND HEALTH AND SAFETY PROTOCOLS**

- 5.1 Environmental protocols must be followed in accordance with the EMP and RoD as per the attached documents. This forms part of the contract.
- 5.2 A Health and Safety officer is to be appointed by the Contractor and all protocols are to be strictly observed.

### **6. SITE MAINTENANCE**

- 6.1 Contractors are required to restrict their activities to the site on which they are working.
- 6.2 Contractors are responsible for arranging temporary water and electricity connections. Applications are to be directed through GSE. Water and electricity supplies may not be sourced from neighbouring properties.
- 6.3 Every site must have a temporary portable toilet which is regularly serviced.
- 6.4 Site beacons must be evident throughout the building period.
- 6.5 Setting out must be checked by the approved land surveyor.
- 6.6 Construction signage must be approved by the AC.
- 6.7 At the end of the construction period, the contractor must make good any damage to roadways etc., and clear the site of rubble, refuse etc.

### **7. CONSTRUCTION DEPOSIT AND INSURANCE**

- 7.1 The contractor is to comply with the regulations regarding the construction deposit in the amount of R20,000.00. This deposit is to be lodged with TMJ attorneys. Cheques to be made out to TMJ Trust Account and direct deposits can be made into the following account: TMJ Trust Account, Standard Bank, Pietermaritzburg (057525), Current Account Number: 250034913, Reference Gates Contractor/Name. This will be returned following completion, provided the AC is satisfied with the state of the site.
- 7.2 The contractor is responsible for taking out, at his expense, adequate public liability insurance as well as insurance on the works for the duration of the contract. The contractor hereby indemnifies all estate entities and structures against third party claims for damages arising from any acts or omissions by himself, his employees, or any sub-contractors, labourers, suppliers or agents.

### **8. CONSTRUCTION PERIOD**

- 8.1 The owner undertakes to complete building construction within twelve months of commencement. Failure to achieve this may result in the imposition of fines.

## 9. STANDARDS

- 9.1 The contractor undertakes to appoint a supervisor/foreman to oversee the construction.
- 9.2 The contractor must ensure excellent quality materials and workmanship, and the AC is entitled to raise issues relating to materials and workmanship with the owner and contractor.

## 10. SITE ACCESS

- 10.1 Access cards which include a photograph will be required for construction management personnel, supervisors, foremen, drivers etc. The same will apply to long term sub-contractor staff. The cards will be issued at the GSE offices in the Development Centre, Hilton College, at a cost of R10 per card. Cards will be required to be shown at the gate to gain access.
- 10.2 Access cards will not be issued to labourers. Contractors will be required to maintain a daily schedule of names of works and their ID numbers to be presented on entry.
- 10.3 In the case of short term sub-contractors they will be required to sign in at the gate and present the schedule of staff accompanying them. Main contractors will need to notify the gate in advance of the arrival of sub-contractors.
- 10.4 Workers may not enter or leave The Gates on foot. All workers entering or leaving the property will be required to disembark to be checked.
- 10.5 All workers must remain within the designated construction area on their site. No walking outside this area is permitted.

## 11. CERTIFICATES

- 11.1 GSE will issue certificates at the following stages of the process:
  - 11.1.1 Plan Approval
  - 11.1.2 Signature of the Construction Agreement
  - 11.1.3 Set out of foundations
  - 11.1.4 Completion of footings to the floor slab
  - 11.1.5 Wall plate height, at which stage roof plan from the supplier is required
  - 11.1.6 Completion, prior to occupation

## 12. VEHICLES

- 12.1 Access to the site is through the main gate. The following restrictions will apply to vehicles entering the property;
  - 12.1.1 With the exception of concrete trucks, only single diff vehicles will be permitted
  - 12.1.2 No articulated vehicles may enter the site
  - 12.1.3 Maximum axle load 4 tons
  - 12.1.4 Maximum 5m<sup>3</sup> of concrete in a single load
  - 12.1.5 Loads in excess of this, or which arrive on larger vehicles, must be shuttled in

## 13. BREACH AND PENALTIES

In the event of the contractor or any of his employees, sub-contractors, suppliers or agents being in breach of any undertakings or obligations under this agreement, GSE shall be entitled to one or more of the following remedies:

- 10.1 Written notification to the contractor to remedy the breach within 24 hours
- 10.2 Limiting access to the site until the breach has been remedied
- 10.3 Imposition of a fine at the rate of R5 000 (first offence), R10 000 (second offence) and R20 000 (third offence)
- 10.4 Temporary or permanent banning from TGAH

14. In addition to the terms of this agreement, contractors are required to comply with the Rules and Regulations as issued by GSE.

15. **NON-WAIVER**

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

Any variations to this agreement must be reduced to writing in order to be effective.

SIGNED at .....on.....day of .....20.....

.....  
For Gwens Stream Estates/Home Owners'  
Association

.....  
Witness

.....  
Contractor

.....  
Witness

.....  
Owner

.....  
Witness

## **CONSULTANTS FOR THE BUILDING OF STRUCTURES**

### **1. ARCHITECTS**

All buildings are to be designed documented and supervised by a qualified Architect registered as an Architect (Pr Arch.) with S.A.C.A.P and a regional institute of the S.A.I.A. The appointed Architect is to provide a minimum of the full standard service as described in the S.A.C.A.P Client Architect agreement, latest edition.

### **2. QUANTITY SURVEYOR**

The services of a quantity surveyor is recommended, but is at the discretion of the house owner.

### **3. STRUCTURAL ENGINEER**

All structures erected at the estate require the services of a qualified Structural Engineer, registered as a Pr Eng. with S.A.I.C.E who will be responsible for the structural integrity of the building's vertical structural elements, foundations, concrete slabs, roof structures and all retaining walls. Particular emphasis is placed on the foundations, which shall be engineered with due cognizance of the geological conditions on the site.

### **4. GEOTECHNICAL ENGINEER**

The services of a geotechnical Engineer is advised to establish founding conditions for the structures to be built, and his findings are to be taken into account in the structural design and the building foundations.

### **5. ELECTRICAL ENGINEER**

The services of an Electrical Engineer is recommended even if for a partial service to establish the supply required for each building and to design an energy efficient electrical installation. In any event, an electrical compliance certificate issued by the responsible electrical contractor is required to be lodged with the estate office on completion of the construction.

### **6. MECHANICAL ENGINEER**

The services of a mechanical engineer is recommended to design energy efficient water heating, building heating and cooling systems.

## **DESIGN & BUILDING PLANNING APPROVALS**

All building sketch plans are to be submitted / presented for review by the Design Review Panel and approved by the panel prior to technical drawings being undertaken.

Building may not commence on any structure until building plan approval has been obtained by the design review panel of The Gates at Hilton and the Local Municipality.

The construction working drawings for municipal approval are to be submitted to the Design Review Panel for their approval and only stamped and signed approved plans may be submitted to the Municipality for Municipal approval.

Deviations from approval plans may only be carried out with prior approval of the design review panel.

"As Built" plans are required to be approved by the design review panel and as with the original plans, only stamped and signed approved plans may be submitted to the Municipality for their approval.