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# Contractors Code and Guidelines

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AUGUST 2018



## 1. Definition of Terms

1.1. In this Contractors' Code and Guidelines, unless otherwise indicated or the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder and cognate expressions shall bear the corresponding meanings:

- 1.1.1. "DCC" means the Development Control Committee established by Tatu City Limited to review and approve precinct, site development, building plans (including signage applications) and monitor all works in terms of the Tatu City Development Manual and Building Standards.
- 1.1.2. "Annexures" means any document, approved by the parties, which may be incorporated into this Code of Conduct in the form of attachments.
- 1.1.3. "Approved" means approval and/or authorization granted by DCC and confirmed in writing by duly authorized signatories of the Parties.
- 1.1.4. "Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of Kenya.
- 1.1.5. "Code of Conduct" means this Contractors Code of Conduct and Rules as adopted and amended from time to time by the Developer.
- 1.1.6. "Common Areas" means all real property, easements and property rights owned by the Developer or assigned to TCPOA or precinct property owners' associations or such other entity as the Developer in its sole discretion may deem appropriate, which has been approved by the Developer for the common use and enjoyment of the members of Tatu City and/or the general public.
- 1.1.7. "Contractor" means the main Contractor appointed by the Owner to carry out the Works.
- 1.1.8. "County Government" means the Government of Kiambu County.
- 1.1.9. "Developer" means Tatu City Limited.
- 1.1.10. "EIA" means the Environmental Impact Assessment approved by NEMA for the Precinct in which the Land is situated.
- 1.1.11. "ESMSP" means the Environmental and Social Management Plan set out in the SEA.
- 1.1.12. "Land" means the land parcel at Tatu City on which the Works will be carried out.
- 1.1.13. "ManCo" means the Tatu City Management Company Ltd, a company appointed by the Developer to oversee management of Tatu City with the right to act on behalf of the implementation of the rights and obligations of the Developer.
- 1.1.14. "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Tatu City as it may from time to time be amended or supplemented.
- 1.1.15. "NEMA" means the National Environment Management Authority.
- 1.1.16. "Owner" shall mean the sub-lease of the Land at which the Works are to be carried out
- 1.1.17. "SEA" means the Strategic Environmental Assessment for Tatu City approved by NEMA
- 1.1.18. "Sub-contractors" means any suppliers or sub-contractors appointed by the Owner and/or the Contractor for the purposes of carrying out the works.
- 1.1.19. "Tatu City" means the comprehensive mixed-use development comprising an aggregate of 4,500 acres situate on Land Reference Number 28867/1 and Land Reference Number 31327, which development will comprise of residential, commercial, industrial premises, recreational facilities, hospitality facilities and associated amenities in Kiambu County, Kenya. Tatu City is located north of Nairobi City in Ruiru Sub-county of Kiambu County, along Ruiru- Kiambu Road, 5km west of Ruiru Town and 6.5 km East of Kiambu Town.
- 1.1.20. "TCPOA" means the Tatu City Property Owners Limited.



- 1.1.21. “Works” means the building works that the Contractor has been employed by the Owner to carry out on the Land.

## 2. Introduction

2.1 Tatu City Tatu City is a 5,000-acre comprehensive mixed-use development that is intended to create a Live-Work-Play environment to cater for all needs of its projected 150,000 residents and tens of thousands of visitors. Tatu City is divided into various precincts delineated by the Developer and DCC (subject to modification).

2.2 These Guidelines are applicable to all contractors and sub-contractors who are appointed by an owner to undertake building work in Tatu City

2.3 In the interests of safety and the avoidance of health risk incidents, emphasis is placed on safety and accident prevention procedures

## 3. Legislation

Below is a table of the various legislations that contractors must adhere to during the construction phase;

Legislation	Relevance
Environmental Management and Co-ordination Act 1999 (EMCA)	Development in relation to the following provisions: <ul style="list-style-type: none"> <li>• Environmental impact assessment;</li> <li>• Environmental Audit and Monitoring,</li> <li>• Environmental Quality standards and environmental protection orders;</li> <li>• Various legislations and regulations under EMCA:</li> </ul>
The Physical Planning Act, 1996	Role of the project development components in relation to: (Chapter 286) : <ul style="list-style-type: none"> <li>• Land planning;</li> <li>• Proposed developments must be approved by the County Government and certificate of compliance issued accordingly.</li> </ul>
The Building Code 1997	Prior to erection of buildings an application, submission of plans and payment of fees are to be made to the County Government. Contains requirements relating to certificates for occupation of premises.
Agricultural Act, 1986 (Cap 318)	Development in relation to the following provisions: <ul style="list-style-type: none"> <li>• Control over soil conservation and land management</li> </ul>
Water Act 2002	Water utilization and pollution.

Occupational Health and Safety Act (OSHA), 2007	Secure the safety, health and welfare of persons at work; and protect persons other than persons at work against safety and health arising out of, or in connection with the activities of persons at work.
County Government Act, 2012	<ul style="list-style-type: none"> <li>• Occupiers of buildings and other places of work shall conduct their business in a manner that does not compromise the quality of air, noise, water quality and ensure that their activities may not become a source of danger, discomfort or annoyance to the neighborhood.</li> <li>• Empowers the County Government to grant licenses to carry out business, trade or occupation.</li> <li>• Persons intending to carry out sewage or drainage works must give notice to the local authority</li> </ul>
Public Health Act (Cap. 242)	<ul style="list-style-type: none"> <li>• Prevention and suppression of infectious diseases, sanitation and ancillary matters.</li> </ul>
National Construction Authority Act (Act No. 41 of 2011)	<ul style="list-style-type: none"> <li>• Promotes and stimulate the development, improvement and expansion of the construction industry;</li> <li>• Prescribes qualifications of contractors, accredits and registers contractors;</li> <li>• Promote and ensure quality assurance in the construction industry;</li> <li>• Prescribes a code of conduct for the construction authority</li> </ul>
Traffic Act (Cap. 403)	<ul style="list-style-type: none"> <li>• Prescribes modalities for registration and licensing of vehicles and drivers;</li> <li>• Regulates traffic and parking;</li> <li>• Prescribes modalities for reporting of accidents and handling of associated claims;</li> <li>• Prescribes penalties for traffic offences</li> </ul>

#### 4. DCC Fees for Review of Proposed Building Plans

4.1 The owner must pay the requisite fees invoiced by the DCC in respect of review of building plans, which fee is payable upon issuance of the DCC's invoice and before submission of an application for building approval to the Kiambu County Government. The separate DCC Guidelines on review of building plans also apply.

#### 5. Project Plan

5.1 A Contractor shall not commence building work before submitting detailed building plans to the Development Control Committee of Tatu City, which must include –

5.1.1 Details of building work to be undertaken; and



5.1.2 The commencement and anticipated finishing dates of the building contract.

## 6. Site access and egress

6.1 A Contractor shall not commence building work before –

6.1.1 Reporting to the DCC for the pre-building interview;

6.1.2 Returning to the DCC a duly signed acknowledgement copy of this Contractors Code and Guidelines together with the supporting documents and information specified therein;

6.1.3 Maintaining a comprehensive and accurate record of the employees and sub-contractors who will require access to the premises, including copies of their respective national identification cards.

6.1.4 Supplying to the DCC or its designated representative, in writing, the following particulars of employees and sub-contractors who will require access to the premises and to notify the DCC, in writing, of any changes within 7 days from the date when such changes occur:

(a) Full name;

(b) National identification card number;

(c) Designation

6.1.5 Ensuring that the Contractor's staff, agents and subcontractors comply with this Contractor's Code.

6.2 A pre-building inspection of the site is held to record its condition for future comparison

6.3 Only authorized vehicles will be allowed into the development. Deliveries must be made on business days and during off peak hours. For purposes of this clause:

6.3.1 Business days are Monday to Friday each week (excluding National Days designed under the Constitution of Kenya and gazetted public holidays:

6.3.2 Off peak hours are before 09h00 and after 15h00.

6.4 Contractors and their suppliers shall only enter and exit through the designated access and egress routes, that is, through a plot or roads as determined by DCC or its designated representative. Contractors will be responsible for their staff and suppliers. The Developer may alter access routes from time to time.

6.5 No vehicles will be allowed to cross any part of the natural open green areas, or parkland, or to deviate from road or recognized road route. Any vehicle contravening this rule will attract a spot fine as determined by the TCPOA, and may be liable for damages sustained

6.6 Vehicles with mechanical legs on trailers must use protection for possible road surface damage

## 7. Contractors Camp

7.1 The Contractor shall provide to the DCC a site plan detailing the positioning of any proposed labour camp for approval by the DCC. Use of the labor camp will be restricted to contractor's personnel only and for purposes connected with development of the owner's parcel of land. Access to any such facility will be strictly controlled by an access control system and Tatu City security personnel. A register of contractor's staff residing within the camp (and their personal details) must be submitted to DCC

## 8. Contractor's Staff

8.1 The Contractor shall ensure that all staff (including casual employees and staff employed by sub-contractors) are suitably qualified and experience for their respective roles, and are duly registered with the National Construction Authority (NCA) as appropriate.



- 8.2 All staff registered in terms of 7.1 will be issued with a permit by DCC or its designated representative, specific to their working site or designation, which must be worn at all times whilst on site
- 8.3 All contractors and sub-contractors must issue their employees with an ID card, which contains a photo, full name, designation, national identification number of the employee and the employer's name in full.
- 8.4 The Contractor is responsible for the discipline of his members of staff and those of the contractor's agents, sub-contractors and suppliers.
- 8.5 Staff movements shall be restricted to their designated places of work. Accessing unauthorized areas and trespass on other properties within or adjacent to Tatu City is strictly prohibited. Any person found accessing unauthorized areas without reasonable justification will be liable to payment of a spot fine and / or may be required to vacate Tatu City with or without notice.
- 8.6 If any employee is found guilty of the following offences without reasonable justification the employee and/or the employer may be evicted from Tatu City and denied any opportunity to undertake any further work on the site;
  - 8.6.1 disturbing or endangering the animal, fish or bird life
  - 8.6.2 stealing or removing material or goods off site without permission
  - 8.6.3 involvement with any form of violence or other disturbance, or nuisance
  - 8.6.4 undertaking or plotting to undertake any offence defined under the Penal Code (Cap. 63)
- 8.7 Each contractor is responsible for his sub-contractors as well as the deliveries, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering material to his site, and is liable to pay any damages that may occur on the site. These damages also include damages to kerbs, roads, irrigation and or damage to private property
- 8.8 The Contractor will ensure that it takes reasonable measures necessary to ensure compliance with the Occupational Safety and Health Act (as amended from time to time) including provisions on record keeping and incident reporting.
- 8.9 The remedies set out in this Contractors Code and Guidelines will apply without prejudice to any other remedies available to the Developer and DCC under the Declaration or at law.

## 9. Sub-contractors

- 9.1 Contractors shall ensure that sub-contractors and suppliers receive copies of and comply with this Contractor's Code.
- 9.2 The main contractor will at all times be responsible for all sub-contractors and suppliers and their actions
- 9.3 The provisions of the Guidelines shall apply to all contractors and subcontractors undertaking any works at Tatu City.

## 10. Compliance

- 10.1 All building work undertaken on the premises is governed by the National Construction Authority Act (Act No. 41 of 2011) (as amended from time to time) and accordingly, all Contractors, Contractor's employees and subcontractors are to observe the provisions thereof. Failure to do so may result in –
  - 10.1.1 The suspension of building work on the premises; and/or
  - 10.1.2 Such other remedies as may be available under the Declaration or at law.
- 10.2 Every Contractor shall ensure that –
  - 10.2.1 The Contractor, the Contractor's employees and sub-contractors observe the provisions of the Act and these Guidelines;



- 10.2.2 The Contractor complies with the provisions of the National Construction Authority Act (Act No. 41 of 2011) (as amended from time to time) and Occupational Health and Safety Act (OSHA), 2007.
- 10.3 The Contractor shall ensure that it has satisfied all requirements prescribed under the National Construction Authority Act (as amended from time to time) been assessed in terms of the NCA and have paid the applicable fees up-to-date.
- 10.4 The Contractor shall comply with all other applicable legislation in Kenya (as amended from time to time) regardless of whether or not it is expressly mentioned in this Contractor's Code.

## 11. Fire and Smoking

12. Under no circumstances will smoking be allowed in "no smoking" zones and any person contravening this rule will be removed from the premises.
13. Fires shall only be allowed with written permission from the DCC

## 14. Intoxicated or under the influence of drugs

- 14.1 No alcoholic beverages will be allowed onto the premises.
- 14.2 Any person who is, or appears to be, intoxicated or under the influence of drugs or any other condition that may render, or be likely to render, him incapable of taking care of himself, or of persons under his charge, shall not enter, or be allowed to enter the premises.
- 14.3 The Contractor shall ensure that any employee under the influence of alcohol or drugs is excluded from the premises and shall report the incident to the security officer on duty as soon as possible.

## 15. Entering unauthorized areas

- 15.1 A contractor shall only enter those parts of Tatu City to which authorization has been obtained. It must be emphasized that building work may only take place inside individual plots
- 15.2 Subject to 21.1, a contractor is restricted to the contractor's site and no contractor or that contractor's employees will be allowed to sit, walk or wander about the other premises in Tatu City
- 15.3 If an employee of a contractor is found outside the contractor's site, the employee and/or the contractor and/or the contractor's foreman shall be issued with a verbal warning from the DCC. Should the employee not adhere to the verbal warning and again be found outside the contractor's site, the DCC shall be entitled (at its entire discretion) to –
- 15.3.1 remove the employee from the premises and deny any further access to such employee; and/or
- 15.3.2 A contractor shall not without an owner's prior written consent (other than the owner contracting with the contractor) use any property belonging to an owner to unload or store any equipment, materials or for drive-through access to the contractor's site.

## 16. Driving, parking and deliveries inside the premises

- 16.1 Only recognized roads and aisles may be used, unless permission is obtained from the DCC
- 16.2 The contractor shall ensure that drivers drive carefully and obey traffic rules and signs when driving on Tatu City property. All drivers must be in possession of a valid driver's licence. Failure to adhere to this will result in access to the premises being denied to the driver. The main contractor is responsible for all sub-contractors and their actions.
- 16.3 Suppliers to the site must know the plot number for delivery or access will be denied



## 17. Site house-keeping, tidiness and waste disposal

- 17.1 The Contractor shall maintain the site in a clean and tidy condition as far as is practically possible.
- 17.2 It is the contractor's responsibility to ensure that all scrap and building rubble originating from building work performed is removed from the premises to a suitable dump. No dumping.
- 17.3 All waste shall be dealt with in terms of a construction waste management plan prepared by the Contractor and approved by DCC. The waste management plan shall address the way in which the contractor will comply with the management of waste disposal, recycling of waste, and mitigating dust, spillage, debris on Common Areas.
- 17.4 No concrete, cement or such may be temporarily stored, or mixed or prepared on any of the roadways, kerbs and pavements or Common Areas.
- 17.5 Materials that are off loaded by a supplier of the Contractor may not encroach onto the adjacent site, the pavement or roadways. Where suppliers fail to adhere to this, the responsible Contractor shall move the material immediately.
- 17.6 The Contractor is also responsible for removal of any sand or rubble that may have washed or moved into the road.
- 17.7 Noise and dust reduction is essential, and the Contractor shall endeavor whenever possible to limit unnecessary noise, especially employee loud talking, shouting or whistling, radios, sirens or hooters, motor revving etc. Mitigation measures for the reduction of dust as stated in the SEA and Precinct EIA must be adhered to at all times.
- 17.8 The Contractor is to ensure that the roads in the vicinity of his building site are always kept neat and tidy, including materials, mud or soil that may have been driven or dropped onto the road or sidewalk. All emergency exits/access for staff and vehicles must be kept clear at all times
- 17.9 The Contractor shall provide adequate facilities for temporary rubbish disposal on site and ensure that all rubbish is removed from site weekly or more regularly if required. No rubbish may be burnt or buried on site. No form of paper, cement bags, tiles off cuts, ceiling boards, roof tiles, rubble, or the like is to left lying around, or be allowed to blow off the site.
- 17.10 All waste is to be sorted on site into categories and stored in bins on site prior to disposal or recycling. The categories will include but not be restricted to, paper and related products, ceiling products and gypsum, plastics, concrete, clay and tile products. Any toxic water material is to be stored and handled in terms of national legislation.
- 17.11 Accumulation of clean natural soil for fill shall be neatly stockpiled and dealt with in terms of the SEA and Precinct EIA. Where materials vary in consistency there must be separation between stockpiles. A license from NEMA must be issued for temporary waste storage areas.
- 17.12 With the dam, rivers and water features on Tatu City, pollution and contamination of groundwater and run-off water is particularly sensitive. Contractors shall ensure special care





- 17.13 In their handling, disposal and cleaning-up operations and adhere to the regulations as stipulated in the SEA and Precinct EIA. Special preventative control must be taken on waterfront sites to avoid spillage. DCC will carry out regular testing of water courses to ensure the contractor's environmental controls are in place.
- 17.14 Fires for cooking or any other purpose will not be permitted, and contractors shall ensure approved alternate meal arrangements are made. The Contractor must ensure that his employees make no fires for heating purposes or any other reason.
- 17.15 The Contractor shall provide portable toilet facilities approved by DCC or its designated representative during construction.
- 17.16 Temporary waste storage which will be regularly emptied for offsite treatment and disposal. All treatment and disposal will comply with any applicable Kenyan standards and documentation will be required by DCC to verify this
- 17.17 No certificate of completion will be issued by DCC unless it is satisfied that the site is entirely cleared of all rubble, surplus material is removed, and is left clean, and any damage to roadways and other infrastructure caused by the Contractor has been reinstated to the satisfaction of DCC.
- 17.18 Should the contractor not fulfil this obligation after receipt of written notice from Tatu City requesting the contractor to remove the scrap and building rubble, Tatu City may proceed to clean the premises to their satisfaction and the contractor and/or the owner shall be liable to reimburse any costs reasonably incurred by the Developer and/or DCC in this regard.

## 18. Site evacuation on completion of contract

- 18.1 The premises may not be vacated before the Tatu City has cleared all applicable matters outstanding (including but not restricted to certificates, other documentation, fees and fines) to have been resolved

## 19. Contravention of the guidelines, bad behavior and penalties

- 19.1 Any practice undertaken by a contractor on the premises likely to cause injury or loss of life will not be tolerated by the DCC. Failure to remedy such breach within a reasonable period prescribed by notice issued by the Developer and/or DCC may lead to suspension of works.
- 19.2 If a written warning is ignored or the Contractor does not make adequate arrangements with DCC to rectify the defect, DCC (at its discretion) may suspend building work without further notice.
- 19.3 Any fine imposed on the Contractor shall be deemed to be a debt due and payable by the Contractor or Owner concerned to the association forthwith on demand.
20. Tatu City shall not tolerate any verbal or physical abuse on the premises and the Contractor shall ensure that any employee or sub-contractor guilty of verbal or physical abuse is excluded from the premises and shall report the incident to the security officer on duty as soon as possible.

## 21. Damage to the Developer's improvements and developments

- 21.1 If any vehicles or any building materials of the Contractor, Owner or their staff, agents or sub-contractors – or any other action by them – causes damage and/or dirtifies the surface of any area of the Developer's premises, improvements or improvements (including finished roads within



Tatu City) the Developer may at its discretion either: **(a)** require the Contractor and/or Owner to repair the damage to the Developer's satisfaction and, in such instance, the Contractor must comply within the prescribed time; or **(b)** repair and clean any such area and/or road and shall be entitled to claim all costs of any such repairs and/or cleaning from the Contractor and/or owner

## 22. Indemnity by contractor and owner

22.1 The Contractor and owner shall be jointly and severally liable for - and hereby indemnify the Developer and DCC - in respect of any loss, harm or damage suffered or incurred (including reasonably incurred legal fees for defending any claims) on any parcel of land in or adjacent to Tatu City, or injury to persons, or death arising from the negligence, breach of statutory duty or default of the Contractor or the Contractor's employees, agents, sub-contractors or suppliers.

## 23. Signage and Hoarding

23.1 Two approved building boards (**as per DCC\_014\_Project Notice Board**) shall be erected per site. This includes a 'Project' board and one 'Main Contractor' board in terms of the Tatu City Development Manual and signage criteria specification. An application indicating the size and position of the boards is to be submitted to the DCC for approval prior to installation. Boards are to be maintained in a level position and must be removed immediately after completion of each project.

23.2 Unless otherwise agreed to in writing by DCC prior to the commencement of building works, all building sites (including tips, material storage areas and ablution facilities) must be enclosed on all sides by a 1.8m high hoarding screen, save that provision must be named for access to the site.

23.3 The hoarding (unless otherwise determined by DCC) must be a neat pole structure (placed at regular intervals) with stable horizontal members top and bottom, covered with 50% minimum density, green shade cloth or material otherwise agreed by DCC. The hoarding shall be maintained and be neat at all times.

23.4 No advertising on hoarding shall be allowed without the prior approval of the DCC.

23.5 The temporary screen must be removed on completion of construction, or when requested there by the DCC or its delegated representative.

23.6 Should the DCC consider that special hoardings are required to protect third parties either within or beyond the development, their decision is final and the contractor must comply with all such requirements

## 24. Working hours

24.1 Construction hours are limited from **08h00 to 17h00** and not evenings as set out in the SEA and EIA, and subject to changes as deemed necessary by NEMA.

24.2 Prior written approval, in the form of a permit, may be obtained from DCC for work outside of these hours. No construction activities will be permitted on public holidays or Sundays except with prior written approval from DCC or its designated representative.

24.3 No employees of the contractor may sleep overnight on site. Only security staff registered with DCC may remain on the building site to monitor and guard the building site

## 25. Sexual Harassment

25.1 The Developer is committed to a work environment in which all individuals are treated with respect and dignity. All interactions must be business-like and free from harassment.



- 25.2 Sexual harassment comprises unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This description includes many forms of offensive behaviour and includes gender-based harassment with a person of the same sex as the harasser. Examples include:
- 25.2.1 Unwanted sexual advances;
  - 25.2.2 Offering employment benefits in exchange for sexual favours.
  - 25.2.3 Visual conduct that includes making derogatory comments or jokes, leering, making sexual gestures, or displaying of sexually suggestive objects or pictures;
  - 25.2.4 Physical conduct that includes touching, assaulting, or impeding or blocking movements.
  - 25.2.5 Unwelcome sexual advances (either verbal or physical), requests for sexual favours, and
- 25.3 Any sexual harassment of the staff, agents or contractors of the Developer, TCPOL, the ManCo or any precinct property owners' association is strictly prohibited. Any proven offenders will be liable to being expelled from the Land, without prejudice to any other remedies that may be available at law.

## 26. General

A contractor shall –

- 26.1 Use their best endeavors to maintain safety, security, and a clean and tidy environment at Tatu City during the building works and shall at all times comply with the provisions of this Code of Conduct and:
- 26.1.1 the terms and conditions of the ESMP
  - 26.1.2 the requirements of the Tatu City EIA
  - 26.1.3 the Tatu City Health and Safety Policy
- 26.2 report any theft, accident or unusual occurrence to Security without delay;
- 26.3 report any fire, gas or spillage of acid or industrial waste to the DCC or Security office;
- 26.3.1 not be allowed or any of a contractor's employees or sub-contractor shall not be allowed to bring any firearms or traditional weapons onto the premises without the prior written approval of the DCC;
- 26.3.2 The Contractor shall ensure that its staff and all sub-contractors, their staff, and suppliers observe the site speed limit of 30km/h and speeding and reckless driving will not be tolerated. Due care must also be taken by all vehicles not to block the thoroughfare of road
- 26.3.3 Abide with the Safety, Health and Environment Policy of Tatu City at all times.
- 26.3.4 Contractor's shall conduct their operation in a reasonable and co-operative manner should ManCo have any concern with the conduct of the contractor, his sub-contractor or his suppliers and any of their employees, DCC may rectify as deemed necessary and/or reserve the right to suspend building activity either indefinitely or until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the owner and/or contractor and/or contractor and/or sub-contractor, and/or supplier
- 26.3.5 Vehicles leaking oil and fluids will not be permitted to park on the roadways, drip trays must be utilized as specified in the Environmental Management Plan and spillage must be dealt with accordingly. Contractors are expected to provide copies of all legal Health and Safety and other statutory documentation to the Developer on request and must comply with all national regulations
- 26.3.6 If any provisions of these Building Guidelines are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of these Building Guidelines, the matter shall be determined by the Developer or its designated appointees.



- 26.3.7 The Contractor and Owner may be held jointly and severally liable for ensuring compliance with this Contractors' Code and Guidelines.
- 26.3.8 In the event that an Owner replaces or adds the contractor(s) engaged to undertake any building or civil works on the Owner's premises, the Owner shall procure signature of this Contractors' Code and Guidelines, and delivery of the duly acknowledged copy, to the DCC within seven (7) days from the date of appointment of the additional or replacement contractor.
- 26.3.9 The Developer and / or DCC may modify or supplement this Contractors' Code and Guidelines at any time by issuance of written notice to that effect to Owners and Contractors provided that such modifications or additional provisions shall not apply retrospectively.
- 26.3.10 This Contractors' Code and Guidelines shall be read together with the Master Declaration, the lease granted in respect of the Owner's parcel of land and applicable laws and regulations (as amended from time to time).
- 26.3.11 This Contractors' Code and Guidelines shall be governed by the laws of the Republic of Kenya.



## Appendix I:

<b>Owners Information</b>	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	
<b>Main Contractors Information</b>	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	
<b>Project Manager / Owners Rep</b>	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	

## Attachments:

- (i) Copy of Certificate of Incorporation;
- (ii) Appointment letter from Property Owner;
- (iii) NCA approval;
- (iv) List of staff (full name, ID number and designation)
- (v) List of sub-contractors (full name, ID / company number and designation)

## Appendix II: Emergency Contacts

	Item	Contact
1	<i>Property Manager ( Kijani Ridge)</i>	0790 618 930
2	<i>Security Supervisor ( Kijani Ridge)</i>	
3	<i>Caretaker ( Kijani Ridge)</i>	
4	<i>Area Police</i>	
5	<i>Ambulance Services</i>	
6	<i>Fire Fighting Services</i>	

### Appendix III: Prescribed Fines

The DCC will impose fines at its discretion, up to the prescribed minimum fee. This Appendix may be varied by the DCC at any time provided that any amendments shall not apply retrospectively.