

Egypt Gallery Fit-out - Preliminaries

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Summary of Main Contract Details

1.1 The Project Generally

1. The Project

Name: Egypt Gallery
Nature: Exhibition Large Object and Mount Installation (Fit-Out Phase)
Location: World Museum Liverpool, William Brown Street, Liverpool L3 8EN.

2. The Parties

Employer (Client):

Board of Trustees of the National Museums and Galleries on Merseyside, World Museum, William Brown Street, Liverpool L3 8EN.

Principal Designer:

National Museums Liverpool, 127 Dale Street, Liverpool, L2 2JH.

Contract Administrator:

Mrs J Green, National Museums Liverpool Estates Management, 127 Dale Street, Liverpool, L2 2JH.

CDM Co-ordinator: Cunliffes Property and Construction Consultants

1.2 Contract Area

The Contractor will be confined to World Museum Liverpool Egypt Gallery, third floor, only to the extent reasonably necessary to carry out the Work. The site comprises World Museum Liverpool.

1.3 Scope of the Works

The Works will include the design, manufacture and installation of large and heavy object mounts and installation of large object which are to be displayed either on open display or within exhibition display cases.

The Works are to be executed in accordance with the instructions, Schedule of Works and/or drawings issued by the Employer in connection with and/or as may be otherwise directed by him.

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The Museums point of contact will be Mrs. J Green, Project Officer. The Museum may require regular project review meetings with the appointed contractor who will provide, in written form, details on the work completed in the period, works to be completed in the coming period, notification of any defects and/or repairs undertaken.

The selected Contractor will be selected using published award criteria. The Employer does not bind themselves to accept the lowest or any tender. The outcome of the tendering process will be at the discretion of the Employer and the decision will be final.

Contract duration

The Contract duration will be for [TBC].

Reporting

Monthly Reviews

The Employer requires monthly reviews with the Contractor to provide an overview on works completed during the period, programmed works for the following period.

1.4 Contractor's Obligations

The prices in the Form of Tender and Schedule of Rates shall include for all Contractors' costs and expenses incurred in discharging the obligations described in the Conditions of Contract and these Preliminaries, unless otherwise specifically stated.

The Contractor must, before tendering, ascertain the nature of the site and all local conditions and restrictions likely to affect the execution of the Works before submitting this offer. The Contractor shall be deemed to have visited the Contract Area PRIOR to completion of the tender and shall have made due allowance for:

- a) Local conditions
- b) Means of access to the site(s)
- c) The confines of the areas, and all locations therein
- d) Restrictions in respect of loading and unloading vehicles
- e) Factors affecting the order or execution of the Works and the time required for the execution of the Works.
- f) The supply of and general conditions affecting labour, materials and plant required for the execution of the Works.
- g) The age and construction of the properties having particular regard to any special architectural features and/or methods of construction.

No claim for want of knowledge will be entertained.

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Service Requirements

1.5 Contractor's Site Office

TBC

1.6 Contractor's Organisation and Staffing

The Contractor will be required to:

- a) Appoint a Contract Manager to provide the main communication link between the Contractor and the Contract Administrator.
- b) Employ one competent person as permanent "Foreman" to ensure full and adequate supervision of works executed under the Contract.
- c) Provide any person employed on his behalf in a supervisory capacity with a mobile telephone to enable them to be contacted at any time during the Employer's normal working hours by the Contract Administrator.

All costs incurred with complying with this requirement are deemed to be included in the Contractor's Schedule of Rates.

The Contractor shall provide, to the Contract Administrator, the names, addresses, and mobile telephone numbers of identified responsible members of staff who must be personally available and shall be authorised, by and on behalf of the Contractor, to take required action AT ANY TIME to deal with emergencies resulting from the execution of the works.

The names of personnel to be employed by the Contractor in a supervisory capacity (e.g., supervisor, foreman or charge hand) are to be notified in writing to the Contract Administrator immediately after appointment to this Contract and any subsequent changes are to be immediately notified in writing.

The Contractor will be required to provide a 24 hour per day, 365 days per year emergency service and shall supply to the Contract Administrator an emergency contact telephone number for use in the occasion of any emergencies on projects that may occur.

In the event of an emergency call-out, the maximum response time is to be 2 hours, with an effective repair, albeit of a temporary nature in some circumstances within a further 2 hour period.

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1.7 Composition of Workforce

The Contractor shall provide an adequate number of suitably qualified and/or experienced trades persons for undertaking the works required under the Contract.

The Contractor shall make adequate provision for site administration including providing site staff as he considers necessary. *It is a condition of the contract that a full time site manager shall be in attendance at all times when work is being carried out on site.* He will be expected to book in and out all site personnel and be aware of their work location, whether lone working, etc., as noted in the Pre-Construction Information Document

Apprentices or other trainees shall not undertake any works required under this Contract unless accompanied by, and under the direct supervision of, an experienced or qualified trades person employed by the Contractor.

The Contractor shall submit for approval a list of firms he proposes to employ as sub-contractors and suppliers for trade or specialist items. Where lists of approved firms for particular services are provided by the Employer, only firms on such lists shall be invited to tender.

- a) The Contractor shall be responsible for the supervision and administration of all sub-contracts in accordance with the Conditions of Contract and shall arrange a progress programme with each sub-contractor to permit the Order being completed by the date for completion.
- b) The Contractor shall provide all necessary exact and legible documents to all firms to whom it is proposed to sublet any portion of the work. He shall be responsible for the safe custody and condition of articles or goods provided by, or for the use of, sub-contractors after such articles or goods have been delivered in good condition to the Site.

1.8 Assignment/Transfer of Contract

The Contractor shall not assign the Contract nor any part thereof, nor sub-let the whole of the Contract. He shall not sub-let any part of the Contract without the prior written consent of the Contract Administrator, such consent not to be unreasonably withheld or delayed. If the Contractor intends sub-contracting any of the works, notice in writing must be provided detailing the names and addresses of the sub-contractors to be employed. Any subsequent request to change a sub-contractor must be made in writing, to the Contract Administrator, setting out good reasons for the proposed change and, if approved, shall be made at no additional cost to the Employer.

If any consent to sub-let part of the works is given by the Employer, such consent shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servant or workmen. Any sub-contractors so authorised by the relevant Contract Administrator shall observe all the terms and conditions of this Contract

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and employment of such authorised sub-contractors shall determine immediately upon the determination of the Contractor's employment under the Contract.

1.9 Liaison with Other Contractors

The Contractor is to note that other building and fitting out works may be carried out, by others, at the Museum and the Contractor is to allow for working in conjunction with, and liaison with, the Contract Administrator and any other contractor. Any costs incurred in complying with this requirement are deemed to be included in the Contractor's Schedule of Rates.

The Contractor shall not be responsible for any damage caused to his works, by the said other works.

Administrative Arrangements

1.10 Programmed Completion Times

When requested by the Contract Administrator, the Contractor shall submit to the Contract Administrator for his information and approval a detailed programme showing clearly in graphic form when he proposes to start and complete the various sections of Works including associated building and civil engineering works carried out by another contractor for which the main contractor is being paid a management fee. Any approval by the Contract Administrator to the programme shall not relieve the Contractor of his responsibilities to apply in writing for instructions, drawings etc. The programme must be sufficiently detailed to show any necessary out of hours working, shut down of plant or power, latest delivery dates for items supplied by the Employer and other operations likely to affect the occupants and users of the building. The Programme shall be updated when requested by the Contract Administrator or when variations are issued at no additional cost to the Works. The Contractor shall record the progress of the Works on a copy of the programme kept on site.

1.11 Access

The Contractor should arrange with the Estates Office the Start Date prior to carrying out the works.

1.12 Variations

If during the undertaking of works required under this Contract, the Contractor finds that more or less work than is required, he may not undertake such works without the prior written consent of the Contract Administrator.

Failure by the Contractor to supply satisfactory details of any additional works carried out or to satisfy the Contract Administrator that all of the additional work was necessary at that time, will result in the Contractor not receiving payment or receiving a reduced payment.

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1.13 Pre and Post Contract Inspections

Pre and Post Contract inspections will be carried out by the Contract Administrator and it is anticipated that all Orders issued to the Contractor will be subject to this inspection for the purpose of identifying the nature of the work and to check that the work has been executed in accordance with the Contract Conditions as applicable.

The Contractor will be responsible for undertaking inspections prior to the execution of the works.

1.14 Meetings

The Contractor will be required to attend progress or review meetings with the Contract Administrator as and when requested. These meetings will be in addition to any local meeting arranged to discuss specific works issued under an Order and the Contractor shall inform any sub-contractor if their presence is required. The Contract Administrator will be responsible for the production and circulation of any minutes of meetings.

The Contract prices are deemed to allow for attendance at all such meetings including the cost of attendance by sub-contractors.

1.15 Accounts

The account for each Order shall contain the following information:

- a) the Purchase Order reference number and location of the Works;
- b) the value of the Order as issued;
- c) itemised details of any Works undertaken as variations to the original Order, and the value of such variations;
- d) the total value of the account (excluding VAT);
- e) the VAT amount;
- f) the total value of the account (including VAT);
- g) a copy of the Order;
- h) authorisation for additional work.

The Contractor shall take great care to ensure the completeness and accuracy of invoices or associated supporting evidence. If omissions or inaccuracies are found, the invoice will be retained by the Employer but supporting documentation will be rejected and returned to the Contractor.

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1.16 Payment

Payments shall be made to the Contractor under the terms of the Contract.

The Contractor shall assist in any enquiry, inspection, negotiation and adjustment as reasonably required in ascertaining or adjusting monies due on any invoice. The relevant Contract Administrator may be entitled to withhold approval or any invoice/account until all the work and pricing covered by that invoice/account has been ascertained or adjusted in accordance with the Contract.

All queries from the Contractor relating to submitted accounts shall include the date and the relevant Order numbers to assist in the swift and accurate certification of accounts for payment in accordance with the Contract Conditions.

The Contractor shall retain for production as required by the Contract Administrator, all accounts and documents relating to the Contract until either:

- a) he has received notification from the Contract Administrator that the relevant parts of the Employer's accounts have been satisfactorily audited: or
- b) the expiry of 3 years;

Whichever is the sooner.

No account shall be taken in any payment to the Contractor, under the Contract, of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Contract.

All Orders will be submitted for payment inclusive of all authorised variation orders, in accordance with the Employer's own method of measurement, i.e., to the second decimal place.

1.17 Testing Materials or Works

The Contract Administrator may require any materials or completed Works to be subject to independent testing. In this event, the Contractor shall be responsible for arranging for such tests, and if they are satisfactory he will be paid the cost of such tests. Should the test prove the materials or work not to be in accordance with the Specification, the Contractor must bear all costs in connection with the tests.

1.18 Samples

The Contract Administrator may request samples or mock-ups. The Contractor shall agree the requirements with the Contract Administrator, the costs for which are to be included in the tender.

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1.19 Opening Up/Inspection of Work

Where the Contract Administrator, in respect of any order, so instructs, the Contractor shall give reasonable notice to the Contract Administrator before covering up any work. Where the Contractor fails to do so the Contract Administrator may either:

- a) Instruct the Contractor to uncover such work and after it has been jointly measured and valued, make good works disturbed all at the Contractor's expense; or
- b) Estimate the value of work carried out, which estimate shall be final and conclusive.

The Contract Administrator may require the opening up for inspection of completed Works. In the event the Contractor will be responsible for arranging for such works and the making good of same. If the Works are satisfactory, the Contractor will be paid at the rate contained in the Schedule of Rates. Should the works prove not to be in accordance with the Contract, the Contractor must bear the costs incurred in replacing and making good unsatisfactory work.

1.20 Condemned Materials

Should any materials be taken onto the site which the Contract Administrator shall decide to be of inferior quality or description, or improper to be used in the Works, the same shall be removed from the site within 24 hours after instructions to that effect have been given by the Contract Administrator. Other fit and proper materials shall be supplied by the Contractor as soon as practicable in place of those rejected.

In cases of non-compliance with such instructions, the Contract Administrator may cause the inferior or improper materials to be taken away or otherwise dealt with as rubbish, without any payment or compensation to the Contractor and the Contractor shall, on demand, pay the Employer the expenses incurred in doing so, the amount of such expense to be certified by the Contract Administrator. For the purpose of this paragraph, the decision, instructions or certificate of the Contract Administrator shall be final and conclusive.

1.21 Defects Liability Period

If the Contractor fails to make good any defects arising during the defects liability period (which shall be twelve months from the date of completion for the work) within 10 working days (or other such period as the Contract Administrator may direct) of receipt of a written notice from the Contract Administrator, the Contract Administrator shall have the right to employ and pay another Contractor or persons to make good the defects, the cost of which shall be deduced from monies due to the Contractor under the Contract .

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1.22 Additions and Omissions

The Employer reserves the right to make additions or omissions to the Properties included in the Document or to items in the Schedule of Rates at any time during the Contract.

Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days. Include:

- A detailed breakdown of the cost, including any allowance for direct loss and expense.
- Details of any additional resources required.
- Details of any adjustments to be made to the programme for the Works.
- Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.

Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

The Contractor will be required to comply with the Employer's Change Control Procedure (refer to Appendix and contract).

1.23 Contract Documents

All documents and drawings and copies thereof or extracts therefrom issued shall, if required, be returned to the Contract Administrator upon agreement of the account for the Order.

1.24 Notice Boards

The Contractor shall not display or permit to be displayed any advertisement within the Contract Area without previous written consent of the Employer or Contract Administrator.

The Contractor shall not, without the prior written consent of the Employer or Contract Administrator, indicate or infer his connection with, or endorsement by, the Employer within any advertisement or written document, or by verbal communication.

1.25 Schedule of Rates

A detailed Schedule of Rates will be required.

In the case of proposed work which cannot be valued under specific items in the said Schedule either directly or indirectly as provided above, the Contract Administrator may require the Contractor to furnish a price or prices thereof, or the Employer may, if he thinks fit, employ other tradesmen or contractors to execute such work.

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The Employer reserves the right to delete items from the Schedule of Rates as is deemed appropriate and no claim for any additional costs arising from the deleting of Schedule Items will be allowed by the Employer.

The Employer may require the inclusion of additional items within the Schedule of Rates and, in such situations, the Employer will identify the items and either pre-price these or request a price from the Contractor for negotiation, agreement and inclusion in the Schedule.

In all cases the Employer's decision on the Schedule of Rates will be final and the Contractor will be duly bound to undertake and complete all such Works so ordered under the terms and conditions of this agreement.

Possession of the Site

1.26 Access to the Site

The Contractor shall make his arrangements with the Museum for access and shall ensure that NO operatives trespass upon properties adjoining the site.

If the execution of works under the Contract necessitates access to an adjoining property, the Contractor shall obtain the necessary permission from the occupier of the adjoining property BEFORE proceeding. This shall include such personal calls as are required to contact the occupiers of the adjoining property and obtaining their agreement to the Contractor's proposed actions.

In some cases, the Employer may be obliged to provide a minimum of 24 hours notice, IN WRITING, to adjoining owners for the purpose of access onto adjoining property (other than in the case of extreme emergency). This may be so particularly in respect of leasehold or owner occupied tenancies. The Contractor shall be mindful of this and the rights of other owners/occupiers, when requiring such access to adjoining properties.

The Contractor shall indemnify the Employer against all claims proceeding, loss or expense arising in connection with any trespass or any misconduct of any nature whatsoever on the part of the Contractor's operatives or of any person for whom the Contractor is responsible.

The Contractor shall have been deemed to have included within his Schedule of Rates for the cost of transport to and from site, and means of reaching the area of work, i.e., ladders, scaffolding, etc.

1.27 Use of Site by the Contractor

Space for depositing materials for works around the premises is limited, and landscaped areas and gardens must be protected from damage on this account or on account of carrying in materials for the works. Any damage arising from depositing materials or debris in the premises, or on external areas and any damage

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caused by the Contractor's plant or work operatives shall be made good at the Contractor's expense to the satisfaction of the Contract Administrator.

Where it is necessary to mix materials on roads, footpaths, verges, etc, either inside or outside the curtilage of properties, mixing boards must be used and the area thoroughly cleaned and restored after mixing is completed.

Plant and materials will only be situated or deposited on roads, footpaths or verges where no alternative is practical.

Where such roads, footpaths or verges are in the ownership of the Employer, the permission of the Contract Administrator must be obtained PRIOR to requirement.

Any damage caused to roads, footpaths or verges, whether in Public or Private ownership, resulting from the Contractor's operations shall be made good at his own expense.

All materials, debris, surplus or superfluous materials or rubbish, etc, arising from the Works or found on site shall be removed from the area IMMEDIATELY. Burning rubbish or debris will not be allowed in or around the premises.

The Contractor will be held to have established the availability of licensed tipping areas for materials, in particular bulk items, and to have allowed for disposal of such materials and rubbish within his Schedule of Rates.

Depositing material, debris, surplus or superfluous materials or rubbish etc, arising from the Works or found on site on garden areas, roads, footpaths, verges, etc, will not be allowed. The Contractor must allow for skips for such temporary storage of such items and shall be responsible for obtaining Police, Building Control, or County Council Highways, etc, permission for siting skips on public roads, footpaths, and must observe the Road Traffic Acts and any other regulations relating to safety, temporary lighting, etc.

1.28 Setting out of the Works

The Contractor shall be responsible for setting out of the Works required under the Contract, the cost of which shall be deemed to be included within the Contractor's Schedule of Rates.

The Contractor is to take dimensions from existing premises and check with dimensions given on any drawn information provided. He shall accurately set out the Works and provide all necessary equipment and attendance to enable the Contract Administrator to check this work. The Contractor shall be responsible for all errors in setting out which shall be remedied at his expense.

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1.29 Protection of Items

The Contractor shall provide all necessary protection in the form of dust coverings, to ensure that furniture, fittings and personal belongings are thoroughly protected against dust, plaster and paint spillage, etc, for the entire period in which the Works are being carried out.

Where cables are pinned to walls, windows, doors or surround frames, these must be protected from damage and reinstated to full working condition upon completion of the Works. The Contractor should allow for any necessary disconnecting and reconnecting of such cables. Where the cables are serving TV/Satellite aerials, electrical mains or telephone installations, these services must be reasonably maintained regardless of the Works being undertaken. The Contractor must ensure that any temporary services are satisfactory and any disconnections of the services are agreed with tenants or the Contract Administrator.

Under NO circumstances will the Contractor be allowed to use an occupier's furniture, ladders, tools or the like during the period of the Works to any premises, with or without permission of the occupier.

The Contractor shall be liable for and shall indemnify the Employer against all claims for damage to or loss of property, fittings and furniture, furnishings and personal belongings and all injury to persons by reason of his own operations. The Contractor must acknowledge to the claimant, in writing, within FIVE WORKING DAYS, receipt of a claim for any such damage, loss or injury.

The Contractor shall rigorously pursue any claim, provide full evidence of his actions to the Contract Administrator and in any event settle the claim within 25 WORKING DAYS of the notification of the incident.

The costs of all foregoing requirements under this paragraph shall be deemed to be included in the Contractor's Schedule of Rates.

1.30 Maintenance of Existing Services

The Contractor will be responsible for locating, maintaining and protecting all services, drainage, gas, water, electricity, telephone, TV aerials and satellite dishes, etc, above or below ground level, or within the structure of the premises, during the course of the Works.

No diversion of the existing services, etc, other than as may be indicated on an official Order shall be carried out without the agreement of the Contract Administrator. Any temporary disconnection of the services, etc, which may become necessary in connection with the Works, shall be undertaken at such times as may be directed by the Contract Administrator. The Contractor shall be responsible for maintaining close liaison with the Contract Administrator and the various Utility Companies in order to avoid any disruptions of existing services.

The Contractor shall indemnify the appropriate Statutory Authority, Undertaking of Service Utility against the cost of any, and all, repairs necessary due to damage or disturbance caused through the progress of the

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works to any existing services, drains, sewers, cables and the like and shall report all damage occurring immediately to the Contract Administrator.

The Contractor shall make allowance for any additional costs involved due to the inconvenience of working around existing services and for taking all necessary precautions to protect and maintain such services.

1.31 Provision of Temporary Facilities

Where, for any reason, a service CANNOT be maintained, the Contractor shall IMMEDIATELY notify the Contract Administrator and be responsible for providing alternative facilities to the Contract Administrator's agreement, e.g., portable convactor heaters in cases where existing heating cannot be maintained.

Under NO circumstances will paraffin or liquid gas type heaters be provided.

Health and Safety Provisions

1.32 Health, Welfare and Safety

The Contractor shall, without prejudice to any other statutory requirements, comply with and maintain welfare and safety measures up to the standards outlined in the current Construction Regulations and any amendments thereto, in respect of General Provision, Lifting Operations, Working Place, Health and Welfare and, where applicable, the Offices, Shops and Railway Premises Act 1963 and the Factories Act 1961. The provision of the Health and Safety at Work, etc, Act 1974, the Employer Health & Safety Plan and any regulations made under the Act are to be fully complied with by the Contractor, his sub-contractors and by their employees. The Contractor should take account of all current COSHH regulations.

1.33 The Construction (Design and Management) Regulations 2015

The Construction (Design and Management) Regulations (CDM) 2015 may apply to some or all of the Works undertaken under this Contract. All provisions of the regulations are to be fully complied with by the Contractor, his sub-contractors and their employees. The cost of complying with these obligations is deemed to be included in the Contractor's Schedule of Rates.

The successful Contractor will be appointed as the Principal Contractor under the CDM Regulations, this will also include the defects liability period of the Contract.

The Employer (Client) and Contractor (Principal Contractor) shall develop the management processes shall prepare a Construction Phase Plan for the planning and management of the work. No work shall commence until a suitable Construction Phase Plan has been prepared and has been agreed by the Employer.

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The Contractor shall carry out and complete the pre construction planning for the works in accordance with the Construction Phase Plan before starting work. Where necessary this shall include consulting the Client.

The Contractor as Principal Contractor and Principal Designer shall compile the Health and Safety File and shall review and update it on an Order-by-Order basis as work is completed. The File shall contain the information required by the CDM Regulations.

As part of the management process to monitor, review, audit and update the Construction Phase Plan the Contractor shall undertake regular health and safety audits of the work, at intervals not exceeding one month. Copies of audit reports shall be given promptly to the Client and the Principal Designer, together with copies of records of any action taken to correct any shortcomings identified by the audits.

1.34 Health & Safety Policy and Safe Working Systems

Under the Health and Safety at Work Etc Act 1974, the Contractor is required to prepare a statement of its policies and duties to ensure the health, safety and welfare at work of all its employees and others affected by its acts or omissions.

A copy of the Clients Code of Practice for Contractors Working on the Premises is contained within Appendix (E).

The Contractor will provide the name of his designated “Competent Person” as required by the Management of Health and Safety at Work Regulations 1999 who will be available to attend site and discuss safety related aspects of the Works. The Competent Person shall offer his services to any meetings that may be arranged from time to time. The Competent Person will be expected to visit the Works at least on a weekly basis and will produce a summary of site safety matters for inclusion in the Contractor’s monthly meetings. The Competent Person may be required to attend the monthly meetings.

The Contractor will be expected to have regard to the Employer’s Health & Safety policy when preparing his own Statement and safe systems of work, a copy of which will be provided to the Employer at the commencement of the Contract and the standards of which must be at least equal to those of the Employer.

The Contractor shall, AT ALL TIMES, observe and apply the provisions of his Health and Safety Policy and associated safe systems of work during the execution of the Works including, where there is a sub-contractor, ensuring compliance by such sub-contractor.

The Contractor shall permit the Employer’s Health and Safety Adviser or other authorised representative of the Employer to enter upon the site of the Works at any time during working hours, and have free and unhindered access to each and every part of the area covered by the Works or affected by that work.

During his inspections, the Safety Adviser or his authorised representative will inform the Contractor, initially verbally and subsequently in writing, of any method of operation or other matter which, in his opinion, falls

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below the requirements of established Safe Systems of Work, statutory requirements or good working practice.

The Contractor will be liable for any expense incurred if the Contract Administrator is obliged to take any steps to enforce safety regulations.

The Contractor will undertake appropriate Health & Safety risk assessments in accordance with the requirements of the Management of Health and Safety at Work Regulations 1999 and ensure that the outcome of these assessments are appropriately communicated to his own employees, sub-contractors, Employer employees and others who may be affected by the Works.

So far as is reasonably practicable, the Contractor will limit work on 'live' electrical systems and circuits to that which is absolutely necessary for the completion of the Works. When assessing the need for work on 'live' electrical systems or circuits, guidance must be sought from relevant safety documents such as BS7671 and HS (R) 25 and appropriate safe systems of work employed to control risks of electrocution.

The Employer operates a formal 'Permit to Excavate' system for all works which involve disruption or disturbance of the ground. The Contractor or nominated sub-contractors must make application to the Contract Administrator at least 24 hours in advance of proposed excavation works in order that the appropriate safety controls and documentation can be implemented.

The Contractor shall comply with all enactments, regulations and working rules relating to the safety, health and welfare of workpeople, the occupants of the premises and the public shall be responsible for ensuring compliance by all sub-contractors.

Where the Contractor considers that the execution of any order for work will or is likely to involve any interference with asbestos, lead, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installations, he shall immediately stop work and forthwith notify the Contract Administrator who will give the Contractor further instructions.

In the event of default by the Contractor in the proper observance of any necessary health and safety requirements, cancellation of the written order by the Contract Administrator shall not result in the Employer being obliged to reimburse either any costs incurred by the Contractor or the value of any abortive work except to such extent (if any) as those costs or that abortive work where incurred or performed without contravention of the health and safety requirement in question.

The Contractor's attention is drawn to the Employers Safety Guidelines for Contractors, a copy of which can be forwarded on request. The Contractor will be required to comply strictly with the booklet's requirements. Permits to work will be required to work on any roof, live services and in any areas where hazardous operations / experiments are undertaken

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1.35 Hazardous Materials

When carrying out work of any kind on known hazardous materials, particularly on asbestos based materials, attention is drawn to the Health and Safety Executive's (HSE) requirement that competent specialist sub-contractors shall be used. This requirement will be strictly enforced and under NO circumstances will unqualified operatives be allowed to execute such works.

If during the course of any works the Contractor discovers or suspects the existence of asbestos or any other hazardous material or substance, he shall immediately notify the Contract Administrator, and STOP works likely to expose any persons to hazard or ill health until such time as appropriate investigations by the Employer have been completed.

1.36 Plant/Machinery Use

The Contractor shall be responsible for ensuring that all works operatives, including sub-contractors, comply with all current legislation and statutory requirements in respect of the safe working practices relating to the use of any plant, machinery or tools used in the execution of works under this Contract where so ever used. Without prejudice to the generality of the foregoing, the Contractor and all sub-contractors shall pay particular regard to the employment of safe working practices for works in the vicinity of students, Employer staff and the public.

1.37 Cancellation of Works for Health and Safety Reasons

In the event of default by the Contractor in the proper observance of any necessary Health and Safety requirements, cancellation of the Works by the Contract Administrator shall not result in the Employer being obliged to reimburse either any costs incurred by the Contractor or the value of any abortive work except to such extent (if any) as those costs of that abortive work were incurred or performed without contravention of the Health & Safety requirement in question.

1.38 Dimensions

Dimensions stated or figures dimensions on the drawings are to be adhered to in preference to scaled dimensions. Any discrepancy between the drawings is to be brought to the notice of the Contract Administrator for clarification and instruction.

1.39 Provision of Materials/Labour/Plant etc

Unless otherwise instructed, the Contractor shall provide all necessary materials, labour, plant, tools, vehicles, scaffolding, supervision etc, for the proper execution of the Works.

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1.40 Building Operations in Winter

The Contractor shall take all reasonable measures to ensure continuity of work and productivity during inclement weather, having regard to the nature, scope and programme of the Works.

Contractor's Working Practices

1.41 Good Workmanship/Practice/Materials

The Contractor shall with due diligence and in good and workmanlike manner carry out and complete any works which are required under the Contract, using materials and workmanship of the quality and standards either specified OR implied within the Contract Documents.

All materials shall be of new manufacture, unless specified to the contrary by the Contract Administrator, and of the respective kinds described in the Contract Documents or as directed by the Contract Administrator. The Contractor shall, upon the request of the Contract Administrator, prove to the satisfaction of the CA that the materials so conform.

The entire works shall be executed in all respects to the total satisfaction of the Contract Administrator.

Where the quality of goods, materials or workmanship is not specified in the Preambles or in supplementary information supplied by the Contract Administrator, it shall be best quality and where there is an appropriate British Standard (BS) or Code of Practice (CP) shall comply therewith. Materials and goods shall in all cases be used in accordance with the manufacturers written instructions and recommendations.

Where proprietary materials or goods are specified, the Contractor may, with the written prior permission of the Contract Administrator, substitute an equivalent product.

Maintenance instructions and guarantees provided by product and equipment manufacturers shall be handed over to the Contract Administrator on, or before, practical completion of each individual works order.

1.42 Carriage and Transport

The Contractor's Schedule of Rates are deemed to include the costs of all carriage, transport and freightage of workpeople, materials, plant and anything else required for the proper and efficient execution and completion of the Works required under the Contract. No extra payment or allowances for Road Tax, MOT testing, Motor Vehicle Insurance, petroleum, diesel fuel, lubricants, repairs, etc, will be allowed under the Contract.

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1.43 Temporary Buildings

Not applicable.

1.44 Control of Noise

The use of any audio equipment or portable televisions, etc, shall NOT be permitted on any premises being worked in by the Contractor or any persons acting on his behalf.

In addition to the foregoing, the Contractor shall ensure that all measures to control noise levels produced by his operations on site required under or by virtue of any enactment or regulations, or by working rule of any industry, are strictly complied with and the Contractor must allow for indemnifying the Employer against any action concerned therewith arising from the execution of the Works.

The Contractor's attention is drawn in particular to the Noise Abatement Act 1960 and all amendments thereto. Guidance on measures which can be taken to control noise levels is given in the Department of the Environment Advisory Leaflet 72 on Noise Control on Building Sites. Specifically the Contractor shall arrange in respect of all works undertaken on this Contract:

- a) That all compressors used on the site are silenced by using only fully silenced models fitted with effective exhaust silencers and properly lined and sealed acoustic covers, all to the designs of the manufacturers of the compressors or by the use of effective acoustic screens around the noise source;
- b) That the ancillary pneumatic percussive tools used on the site are fitted with silencers or a type recommended by the manufacturers of the tools;
- c) That every such compressor, silencer or other device is maintained in good and efficient working order and shall not have been altered in such a way that the noise caused in operation is made greater by such alteration.

Certain construction operations generate noise or other pollution at levels unacceptable to other occupants of the building or to occupants of adjacent buildings. Such operations are to be carried out at times outside the normal working hours, (with prior arrangements with the CONTRACT ADMINISTRATOR).

Where instructions are issued to suspend certain operations, (and were not so described in the works sections), the Contractor will be allowed standing time at the National Joint Council, (or other appropriate body), current rate in respect of time lost by reasons of such suspension of operations.

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1.45 Contractor's Use of Telephones

Telephones located in any of the Employer's owned premises shall NOT be used by the Contractor or any persons acting on his behalf unless by prior agreement and with the permission of the relevant telephone line subscriber. Where permission is granted, payment for each call, if requested, should be made direct to the subscriber.

1.46 Lighting and Power

Whilst the use of electrical supplies for lighting and power may be granted free of charge, any misuse or abuse caused by overloading circuits etc. shall be made good entirely at the Contractors own cost.

All temporary electrical work shall comply with the current Wiring Regulations 17th Edition BS7671:2008 (2011) issued by the Institution of Engineering and Technology (with particular reference to the sections dealing with temporary electrical installations on construction sites), the relevant Codes of Practice, the requirements of the appropriate Electricity Board, and any amendments or additional Regulations as may apply.

The Contractor must make arrangements in un-serviced premises for temporary electrical supply, in accordance with the Health and Safety at Work, etc, Act 1974.

In occupied premises, the Contractor shall NOT assume any "right" to use of the electrical or gas supplies, and shall be required to seek prior permission of the power source subscriber before making use of such facility. Where permission is granted, the Contractor shall arrange with the Contract Administrator, to make an appropriate payment for the assessed units of power source used during the course of the Works. Proof of such arrangement shall be recorded in writing and be available for inspection.

In cases where permission is NOT granted, the Contractor shall be liable for providing an alternative portable or temporary power source.

The costs of all requirements under this Condition shall be deemed to be included in the Contractor's Schedule of Rates.

1.47 Water for the Works

The Contractor shall be granted reasonable free use of water for use on the Works, though must provide, maintain and remove on completion of the Works all necessary temporary runs, storage cistern plumbing connections, standpipes, etc.

1.48 Materials Arising from Site

Surplus materials arising from the Works (unless provided by the Employer) shall become the property of the Contractor and shall be removed from site. However, the Employer retains the right to require the Contractor

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to surrender any materials or objects which are considered to be of architectural, historical or other value. The requirements to surrender such items shall be confirmed to the Contractor, in writing, by the Contract Administrator.

Salvage value of surplus materials retained by the Contractor shall be allowed for in the Contractor's Schedule of Rates.

Clear up and cart away all rubbish and surplus materials arising as they accumulate during the progress of the works, leave the site clean and tidy to the complete satisfaction of the Contract Administrator. Maintain and present on a monthly basis Waste Returns records.

Waste

- Includes: Demolition materials rubbish, debris, spoil, containers, cardboard, packaging and surplus materials
- Minimise: Keep the site and works clean and tidy
- Remove: Frequently and dispose off site in a safe and competent manner:
- Non-hazardous material: In a manner approved by the Waste Regulation Authority
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.
- Comply with the Waste Management Regulations – April 2008
- As from 6th April 2008, all building projects over the value of £300,000 will require a Site Waste Management Plan to be prepared. It is anticipated that project will not exceed this value, but the contractor will be expected to take on board the hierarchy of controls as listed below where appropriate.
- Such a document will require detailed attention and planning during the design stage, during any demolitions work and the subsequent construction phase and an analysis one month after the completion of work
- The plan must detail waste materials expected to arise on site, and categorise them into those to be re-used, re-cycled or disposed of.
- The hierarchy of controls to be followed are:
 - Eliminate the waste arising (best option)
 - Reduce the amount
 - Re-use
 - Re-cover and re-cycle
 - Dispose
 - Treat and dispose (lowest option)
- For projects valued over £500,000 the waste plan must also include the types and quantity of each type of waste produced.
- Environment Agency and Local Authority will police the new regulations

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- The site Waste Management Plan must be displayed in a prominent place on the site (eg: in the site office or mess room): the penalty for not doing so is at the fixed rate for £500.00
- The Site Waste Management Plan should be an appendix to the approved/agreed Construction Health and Safety Plan.

The Contractor should note that he could be transporting demolition materials and new materials through occupied parts of buildings and he shall allow for any necessary protection of floor and wall surfaces.

The Contractor is required to notify the Contract Administrator of any hazardous waste produced as a result of works orders and shall provide satisfactory proof i.e. waste consignment notes, of the correct disposal of such waste. The Employer reserves the right to audit such records.

Clear up and cart away all rubbish and surplus materials arising as they accumulate during the progress of the works and on completion of the works leave the site clean and tidy to the complete satisfaction of the Contract Administrator. The location of each skip shall be agreed in advance with the Contract Administrator and shall be protected by Heras type fencing with the Contractors name board firmly attached thereto.

1.49 Making Good Damage

During the course of, or at the completion of any works, the Contractor shall make good, at his own expense and to the satisfaction of the Contract Administrator, damage to any property or possessions of the Employer, OR those of any privately owned adjoining property, or any other third parties, which may through negligence have been caused by any operatives acting on behalf of the Contractor.

1.50 Watching/Lighting/Protecting

The Contractor is reminded that the Employer is functioning during the progress of the works and shall provide all necessary hoardings, fencing and barriers, lighting and everything required to avoid causing damage or injury to property or persons.

The Contractor shall provide all watchmen necessary for the protection of any sites, works and of materials and plant and all things on the sites during the progress of the execution of the Works, and shall be solely responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the Works and sites which may be dangerous to his operatives or to any other person whom so ever. The Contractor shall also give all requisite notices to Local and other Authorities, obtain licences and pay all fees legally demandable in connection with same. Such costs are deemed to have been included in the rates contained in the Schedule of Rates.

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1.51 Parking of Contractor's Vehicles

The Contractor will be allocated necessary parking space in World Museum Liverpool carpark for delivering necessary equipment and materials. Contractors personal vehicles will not be allocated parking spaces and should use alternative car parking facilities nearby.

Neither the Contractor, nor ANY person acting on their behalf, shall park vehicles of any description in such a way as to cause obstruction to roadways, footpaths, grass verges, garage compounds or means of access.

The Contractor shall not allow any vehicles to be taken across public or privately owned grassed verge or open land for the purpose of deliveries, collection of any other reason whatsoever except with the express permission of the Contract Administrator which shall be confirmed in writing. Any damage caused to such areas, shall be reinstated at the Contractor's expense and to the complete satisfaction of the Contract Administrator.

The Contractor shall not store materials or use as working space, any access roads which shall be kept clean and unobstructed at all times.

The Contractor shall not park vehicles, store materials or use as working space any footpaths which should be kept clean and unobstructed at all times.

The Contractor shall ensure that his own or any sub-contractor or supplier's vehicles observe strictly the signed speed limits and parking regulations currently in force.

1.52 Contractor's Use of Sanitary Facilities etc.

The Contractor will have use of sanitary facilities on the third floor staircase. The normal sanitary facilities within the buildings WILL NOT be used by the Contractor's staff.

1.53 Protection of Buildings etc.

The Contractor shall be responsible for ensuring that no works are undertaken that may directly or indirectly injure the structural stability, surface or decorative finishes, boundary walls, fences, hedges or railings, etc, of either the property to which any works refer OR any adjoining property.

The Contractor will be held responsible for all damage arising through carelessness, inadvertence, recklessness or negligence in this respect.

The Contractor will be held responsible for and shall indemnify the Employer against vibration, water, dust, smoke, discharge of chemicals or any other nuisance arising from the execution of the works.

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The Contractor shall take all measures necessary to confine his activities to within the designated working area and to prevent all personnel from trespassing beyond such working area and shall indemnify the Employer against all claims arising in respect of interference or trespass.

The Contractor will be held responsible for any damage caused by him, his workpeople, subcontractors or suppliers to roads, paved areas, paths, verges, trees, shrubs, fences, boundary walls, gates, signs etc. during the execution of the Contract and shall bear the cost of making good any damage to the entire satisfaction of the Contract Administrator. The Contractor shall keep all such areas clean and free from dirt and debris and any obstruction associated with the works which would prejudice the safe and unimpeded normal use of the said roads and paths.

The Contractor will be held responsible for any damage caused by him, his workpeople, subcontractors or suppliers to roads, car parks and footpaths during the execution of the Contract and shall bear the cost of making good any damage to the entire satisfaction of the Contract Administrator. The Contractor shall keep all such areas clean and free from dirt and debris and any obstruction associated with the works which would prejudice the safe and unimpeded normal use of the said roads and paths.

All existing features within the area of the site, except as otherwise directed, shall be carefully preserved and protected from damage during the execution of the works. The Contractor shall allow for covering up or otherwise protecting and shall additionally allow for any inconvenience arising in working around such features.

1.54 Protection of Persons and Property

The Contractor shall take every precaution, whilst carrying out any Works under the Contract, to ensure the safety of the general public, Employer's staff and other persons likely to be affected by the Works operations.

The Contractor will be held liable for any claims for personal injury or damage arising out of any Works.

Without prejudice to the generality of the foregoing the Contractor shall comply with the "Control of Substances Hazardous to Health Regulations 2002 (as amended)" (COSHH).

1.55 Compliance with Joint Fire Code

The Employer shall comply with the Joint Fire Code and ensure such compliance by his servants or agents and by any person employed, engaged or authorised by him upon or in connection with the Works or any part thereof other than the Contractor and the persons for whom the Contractor is responsible.

The Contractor shall comply with the Joint Fire Code and ensure such compliance by his servants or agents or by any person employed or engaged by him upon or in connection with the Works or any part thereof their servants or agents or by any other person who may properly be on the site upon or in connection with the

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Works or any part thereof other than the Employer or any person employed, engaged or authorised by him or by any local authority or statutory undertaker executing work solely in pursuance of its statutory rights or obligations.

If a breach of the Joint Fire Code occurs and the insurer under the Joint Names Policy in respect of the Works specifies by notice the remedial measures he requires ('the Remedial Measures') and the time by which such Remedial Measures are to be completed ('the Remedial Measures Completion Date') the Contractor shall ensure that the Remedial Measures are carried out, where relevant in accordance with the instructions of the Employer, by the Remedial Measures Completion Date.

If the Contractor, within 7 days of receipt of a notice specifying the Remedial Measures, does not begin to carry out or thereafter fails without reasonable cause regularly and diligently to proceed with the Remedial Measures then the Employer may employ and pay other persons to carry out the Remedial Measures; and, subject to clause 58.5, all costs incurred in connection with such employment may be withheld and/or deducted by him from any monies due or to become due to the Contractor or may be recoverable from the Contractor by the Employer as a debt.

The Contractor shall indemnify the Employer and the Employer shall indemnify the Contractor in respect of the consequences of a breach of the Joint Fire Code to the extent that these consequences result from a breach by the Contractor or by the Employer of their respective obligations.

1.56 Precautions against Fire and Other Risks

The Contractor shall take all necessary precautions to prevent loss or damage from fire or other risks, and to minimise the amount of any loss or damage caused thereby.

The Contractor shall comply with all prevailing Fire Orders and Fire Regulations and with any such instructions to this end as may be given to him from time to time in writing by the Contract Administrator, whenever undertaking works required under the Contract in any building to which such Orders relate or are in force.

The Contractor shall strictly comply with any statutory regulations or recommendations which govern the storage of petrol or any other inflammable liquids or gases of any kind.

The Contractor shall take all necessary precautions when using any device or equipment in or around any property, and used in connection with any works required under the Contract, to avoid any risk of damage by fire, etc.

The Contractor will at all times, comply with the requirements of the Construction Industry Publications Ltd/The Fire Protection Association's publication "Fire Prevention on Construction Sites" (Eighth Edition).

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The Contractor shall be held liable for any damage resulting from heat or fire caused by the operation or use of any equipment or due to any negligence of operatives employed by, or the responsibility of, the Contractor.

Smoking will not be permitted on site.

Burning of materials arising from the Works will not be permitted on site.

Fire Escape routes are to be kept unobstructed and, if necessary, illuminated at all times. The Contractor must ensure that his staff are familiarised with evacuation procedures.

The Contractor shall not use naked flame equipment where other methods of working are available. If naked flame equipment is used a fully charged fire extinguisher shall be provided.

It is the policy of the Employer that all 'hot work' (ie work involving the use of naked flames, welding, brazing, soldering, bitumen boilers, blow lamps or similar activities which produce heat or a naked flame) are controlled by a hot work permit system. The Contractor and any sub-contractors must make application to the Contract Administrator at least 24 hours in advance of proposed hot works in order that the appropriate safety controls and documentation can be implemented.

The Contractor shall keep and maintain property serviced fire extinguishers of a type suitable for the purpose, adjacent to each work position and at each source of naked flame.

1.57 Protection of Gardens, Trees/Plants and Fences

The Contractor shall take all necessary precautions to avoid damage to trees, lawns, hedges, plants, vegetable or any other garden items including garden ornaments and external structures such as sheds, greenhouses and outbuildings and fences. Damage to such items however caused, shall be made good or replaced or compensated by the Contractor to the satisfaction of the Contract Administrator within 15 WORKING DAYS.

1.58 Removal of Debris and Rubbish

The Contractor shall immediately clear away all dirt, debris, rubbish surplus and superfluous materials to a properly licensed tip as they accumulate and keep the interior, exterior and gardens of the sites clean and tidy at all times.

All entrances, exits, paths, highways and public footpaths are to be kept clear at ALL times except where acceptable alternatives are agreed in advance with the Contract Administrator.

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The Contractor shall be responsible for supplying any bins or skips for the removal of rubbish or storage of building materials and shall also be responsible for making applications for, and obtaining permission for, the siting of such bins, skips or materials on the Highway, and for providing necessary lighting warning devices or protective enclosures as may be required by the licensing Authority or in the interest of safety to members of the public.

The cost of such debris or rubbish removal, including the cost of bins, skips or other items, and the cost of any licences appertaining thereto, shall be deemed to have been included within the Contractor's Schedule of Rates.

1.59 Protection of Drains and Gullies

The Contractor shall take all reasonable steps to ensure that no materials are discharged into drains or gullies wheresoever located. Any cleaning necessary shall be at the Contractor's expense.

1.60 Protection of Works

The Contractor shall be responsible whilst on site for the security of the buildings, and of the works being undertaken by them, from the start to the completion of the works, whether or not the premises are occupied and to have allowed in his prices for all measures necessary to achieve such security.

The Contractor shall also be responsible for the security of the contents of occupied premises when the occupier is away from the premises during the Contractor's working day, from the start to the completion of the Works.

The Contractor shall be responsible for ensuring the adequate protection of work and property against the ingress of wind, rainwater, snow or other adverse weather conditions which occur as a result of works being undertaken under the Contract.

The Contractor shall be responsible for adequately protecting the Works against accidental damage or vandalism from start to completion of the Works.

The Contractor shall be liable for any damage, loss or theft arising through lack of providing such adequate security or protection.

The Contractor must maintain habitable rooms and all services operable for the duration of the Works as directed by the Contract Administrator.

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1.61 Equal Opportunities

The Employer is committed to supporting the principle of equal opportunities in employment and opposes all forms of unlawful or unfair discrimination based on the grounds of sex, marital status, race, colour, ethnic origin, religion, or disability.

The Employer believes that it is in the interests of both the Employer and those who work within it to ensure that the human resources, talents and skills available throughout the community are considered when employment opportunities arise. To this end, within the framework of the law, the Employer is committed wherever practical, to achieve and maintain a workforce which broadly reflects the community in which it operates.

Every possible step will be taken to ensure that individuals are treated equally and fairly and that decisions on recruitment, selection, training, promotion and career management are based solely on objective and job related criteria.

The Employer expects all employees to treat each other equally and with respect. Harassment on any grounds, including sex, marital status, race, colour and ethnic original, religion, or disability is not acceptable. The Employer wishes to ensure that a fair work environment exists for all employees. All members of staff have a right to a working environment free from harassment and all staff have an important role in ensuring this is maintained.

Harassment is not acceptable under any circumstances in the Employer. In the event of any form of harassment, the first step is to ask the harasser to stop. However, if this informal approach fails or if harassment is more serious, a complaint should be made to the Head of Department or to Personnel, either verbally or in writing. The matter would be dealt with confidentially.

It is the responsibility of all those in charge of groups of staff to deal with any form of harassment or intimidation of which they become aware. The Employer will not tolerate any form of victimisation against a member of staff for having brought a complaint, providing the complaint is made in good faith.

1.62 Corruption

The Employer is empowered to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Employer, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the contractors) or if in relation to the Contract with the Employer the Contractor or any person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruptions Act 1889 – 1916 and the

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Bribery Act 2010 or any amendments or re-enactments thereof, or shall have given any fee or reward the receipt of which is an offence.

1.63 Working Hours

The Contractor shall notify the Contract Administrator in writing at the commencement of the Contract of the start and finish times of his normal working hours. The Contractor is also required to maintain a daily signing in book recording which operatives are on site and their starting and finishing times.

All work shall generally be carried out during the normal working hours, i.e. Monday to Friday, between 0845 and 1630 hours.

Where it is necessary to restrict the times when the Contractor can carry out the work, such times shall be stated on the order or otherwise agreed with the Contractor. The Contractor shall comply strictly with any such restrictions.

The Contractor shall note that there may be a requirement for overtime working required during the Contract, but in no case shall overtime be worked by operatives without the express approval of the Contract Administrator. Where, in the opinion of the Contract Administrator, the Contractor is entitled to additional payment of overtime working, he shall be reimbursed in accordance with Clause 5.7 of the Conditions of Contract. Where the Contractor has to work overtime at weekends he shall inform the Contract Administrator by Wednesday afternoon so the Museum's Security Department can be informed by the Contract Administrator.

The Contractor's full time person-in-charge shall contact the Contract Administrator responsible for issuing each order to notify him of each day that workmen are on site.

Where the Contract Administrator so requires, the Contractor shall obtain the signature of a nominated person sited at the premises, to verify any working hours entered on record sheets, if payment for that work may be claimed as Daywork or as Overtime. Daywork sheets shall be presented to the Contract Administrator no later than one week following the week in which the work was carried out.

1.64 Specific Limitations

The Contractor should give the Employer 24 hours notice of any 'large' deliveries.

The Employer requires an appropriate standard of dress of all operatives. Shorts or vests will not be permitted.

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1.65 Scaffolding

The Contractor shall allow for all costs in connection with bringing to, erecting, servicing, maintaining and removing from site, any scaffolding, staging, ladders, moveable platforms, frames, guard-rails and the like necessary for the works.

The Contractor is to note that all scaffolding or working platforms is deemed to be included in the Contractor's Schedule of Rates.

The Contractor is to allow reasonable access to other trades employed direct by the Employer that may arise during the course of any Works. This includes other term contracts for building, mechanical, electrical and flooring.

Scaffolding shall conform in all respects to all relevant sections of the current Construction (Working Places) Regulations and any subsequent amendments thereto.

In addition to any regulations issued by the Health and Safety Executive the Employer requires that:

- Fixed access ladders to standing scaffolding shall commence at the first lift position.
- The Contractor is required to provide his own removable access to the first lift position, properly secured when in use, and such access shall be removed from site at the completion of each day's work. Under no circumstances shall access ladders be left in position overnight.
- The Contractor shall make a weekly inspection of the standing scaffolding.
- The Employer shall be issued with a copy of the report of each weekly inspection immediately following such inspection.
- In addition to the Contractor's weekly inspection the Employer reserves the right to have a 'competent person' inspect the scaffolding at any time.
- If the standing scaffolding does not in the opinion of a 'competent person' meet the Estates & Facilities Management's standards for the protection and safety of both work people and third persons then such scaffolding shall be improved at the Contractor's sole expense.

1.66 No Smoking Policy

The Employer operates a strict no smoking policy and the Contractors staff and sub-contractors are forbidden to smoke within the Museum.

1.67 Condition Survey (General)

Before commencing work on site the Contractor is to agree with the Contract Administrator, and shall be responsible for recording, the immediate condition of the site and adjacent buildings likely to be affected by the progress of the works.

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1.68 Condition Survey (Site)

Before commencing work on site the Contractor is to agree with the Contract Administrator the condition of adjacent sanitary accommodation that the Contractor proposes to use, adjacent areas, roads, paths, verges, beds and plantings. He is to allow for taking photographs, providing written records and supplying one complete set for the Contract Administrator.

1.69 Damage or Injury to Property or Persons

The Contractor shall take every reasonable precaution not to cause damage or injury to any property or persons in consequence of, or which may arise from, any operations under this Contract and such liability or care shall extend to Sub-Contractors, suppliers or other third parties legally visiting the site.

1.70 Indemnify the Employer

The Contractor shall indemnify the Employer against all actions, demands, damages, costs, charges and expenses arising in connection with damage or injury to property or persons therewith, provided, however, that nothing in this condition shall render the Contractor liable for any injury or damage from any act or neglect of the Employer or other persons not employed or invited to the works by the Contractor.

The Contractor shall, on request, produce evidence to prove that the works are adequately insured against loss, damage or third party claims, all to the entire satisfaction of the Employer.

1.71 Statutory Regulations

All the works must comply with all Acts of Parliament, National Building Regulations, and with the requirements of the Local Authority and Statutory undertakers.

Comply with:

- a) Any and all regulations made by any authority having jurisdiction over or in connection with the Works.
- b) Codes of Practice published by BSI and the major trade organisations.
- c) British standards referred to in this specification.
- d) BRE Digests and other authoritative documents prepared by the major government organisations.
- e) Printed directions issued by the manufacturers of proprietary materials and components used (whether specified or not).

1.72 Provision of Documents

Provide any relevant documents, parts of documents, instruction manuals or regulations for use on site if necessary for the efficient execution of the work or if so directed.

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1.73 Noise & Pollution Control

All measures shall be taken to ensure that noise or other forms of pollution arising from site operations are kept to a minimum. Noise levels must be controlled in accordance with the current Noise at Work Regulations.

1.74 Disturbance of Occupants in Occupied/Partially Occupied Building

The Contractor is to take into account that he is likely to be carrying out work in partially occupied buildings and he will therefore be required to carry out operations in such a manner that any inconvenience arising from the works is kept to the minimum.

The Contractor is to take into account that where the works are in an unoccupied building, floors or rooms of adjacent buildings are occupied and he will, therefore, be required to carry out operations in such a manner that any inconvenience arising from the works is kept to a minimum.

The Contractor is to take into account that where the works are external, adjacent buildings are occupied and operations are to be carried out in such a manner that any inconvenience arising from the works is kept to a minimum.

1.75 Cleaning

Before handover the Contractor shall allow for the cleaning of the building or such parts of the building affected by the works, (including sanitary accommodation) and shall leave the site clean, functional, complete and fit for its intended purpose and immediate use to the complete satisfaction of the Contract Administrator.

1.76 Completion

On completion of the Works or as directed by the Contract Administrator the Contractor shall:

- a) Make good all damage consequent on the work;
- b) Remove all temporary markings, coverings and protective wrappings unless otherwise directed;
- c) Clean the Works thoroughly, remove all splashes, deposits, efflorescence etc.
- d) Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions;
- e) Clean out all rainwater pipes and gutters, flush all drains;
- f) Leave the site and the Works in a condition to the satisfaction of the Contract Administrator.
- g) Provide copies of all relevant test certificates.
- h) Mark valves and label circuits.

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- i) Provide completed Health & Safety File (If appropriate) before final account is agreed within 8 weeks.
- j) Provide notification of completion form to the Contract Administrator.
- k) Allow for a 6 months defects liability period.

1.77 Drying the Works

Provide for adequate drying out and for maintaining the temperature and humidity of the works at all times (including Statutory Holidays etc) of the buildings during the execution of the Works and allow for providing all necessary labour, appliances and fuel required therefore.

1.78 Temperature & Humidity Levels

The temperature and humidity levels are to be maintained at such levels as will prevent shrinkage, distortion or deterioration of all goods and materials before and after incorporating in the works.

1.79 Small Plant & Tools

The Contractor shall supply all small plant tools and appliances necessary to carry out the works in a proper and efficient manner.

1.80 Mechanical Plant - General

The Contractor shall supply all mechanical plant necessary to carry out the works in a proper and efficient manner and shall allow for all costs incurred in maintaining and moving such items about the site during the course of the works. All plant shall be muffled and shall not exceed a maximum of 75db.

1.81 Plant, Tools & Vehicles

All plant, tools and vehicles shall comply with the current Statutory Regulations and Orders.

1.82 Temporary Protection

The Contractor is to allow for providing, whether specifically mentioned or not, all necessary temporary casings, covers or other protection to both new and existing work where likely to be damaged by construction operations.

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1.83 Maintenance Work by the Employer

Due to the nature of the works it may be necessary for the Employer to carry out works of repair and maintenance during the contract period. The Contractor is required to allow the Estates Department, under the direction of the Estates Manager to have reasonable free and unhindered access for such purposes including the use of standing scaffolding.