**BILL NO. 1**

**PRELIMINARIES**

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|  | | **A PRELIMINARIES / GENERAL CONDITIONS**  **A10 PROJECT PARTICULARS**  **Name, nature and location**  Gentoo Group Ltd are currently seeking to appoint a Principal Contractor to re-clad five high rise tower blocks (Church Street/Dock Street/Victor Tower/Zetland Tower/Dame Dorothy Tower.) All of the works are to the ground floor level only.  The works are located within Roker, Sunderland, SR6.  **ANNEX TO CONTRACT PARTICULARS** | | | | | | |  | |  |  | |  |
|  | | A10.1.2 Names and addresses of Employer and Consultants  The persons who will be named in the Articles of Agreement are as follows:- | | | | | | |  | |  |  | |  |
|  | | Employer Gentoo Group  Emperor House  2 Emperor Way  Doxford International  Sunderland SR3 3XR | | | | | | |  | |  |  | |  |
|  | | Principal Contractor To be appointed | | | | | | |  | |  |  | |  |
|  | | Contract Administrator Gentoo Group  Emperor House  2 Emperor Way  Doxford International  Sunderland SR3 3XR  or such other person being the CA for the time being to the Employer | | | | | | |  | |  |  | |  |
|  | | Quantity Surveyor: Gentoo Group  Emperor House  2 Emperor Way  Doxford International  Sunderland SR3 3XR  or such other person being the Quantity Surveyor for the time being to the Employer | | | | | | |  | |  |  | |  |
|  | | Principal Designer: Gentoo Group  Emperor House  2 Emperor Way  Doxford International  Sunderland SR3 3XR  or such other person being the CDM Coordinator for the time being to the Employer | | | | | | |  | |  |  | |  |
|  | | **A11 DRAWINGS / ADDRESS LIST** | | | | | | |  | |  |  | |  |
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|  | | All Contract documentation is as per the Information Issue Schedule attached to this tender. | | | | | | |  | |  |  | |  |
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|  | | **A13 DESCRIPTION OF THE WORK** | | | | | | |  | |  |  | |  |
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|  | | The work is described in Clause A10 | | | | | | |  | |  |  | |  |
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|  | | **A20 THE CONTRACT / SUB-CONTRACT** | | | | | | |  | |  |  | |  |
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|  | | Conditions of Contract | | | | | | |  | |  |  | |  |
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|  | | The Conditions of Contract will be the JCT Minor Works Contract 2016 as issued by the Joint Contracts Tribunal and amended below. The Contractor is referred to the full text of the under mentioned clauses of the Conditions of Contract and he is to allow in his prices for any costs arising thereunder. | | | | | | |  | |  |  | |  |
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|  | | First Recital  In August 2017, the cladding panels to the ground floor of five high-rise towers within the Roker area of Sunderland were removed and deemed not fit for purpose. Gentoo Group are now seeking a Principal Contractor to install new cladding panels to the towers. Tenderers will be required to price two systems, both provided by Structherm. The Client will make a decision post-tender as to which system to use. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | Second Recital  The contract Drawings will be as listed in the Preambles at the front of this Bill. The Contract Drawings are the same as the Tender Drawings. | | | | | | |  | |  |  | |  |
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|  | | Third Recital  The Employer has supplied: The bills of quantities and the  specification. | | | | | | |  | |  |  | |  |
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|  | | Fourth Recital | | | | | | |  | |  |  | |  |
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|  | | Fifth Recital | | | | | | |  | |  |  | |  |
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|  | | Sixth Recital  Deleted | | | | | | |  | |  |  | |  |
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|  | | Seventh Recital | | | | | | |  | |  |  | |  |
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|  | | Article 3  Architect/Contract Administrator: See page1/2 | | | | | | |  | |  |  | |  |
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|  | | Article 4  Principal Designer: See page 1/2: | | | | | | |  | |  |  | |  |
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|  | | Article 5  Principal Contractor: See page 1/2 | | | | | | |  | |  |  | |  |
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|  | | Article 6  Adjudication: Applies | | | | | | |  | |  |  | |  |
|  | | Article 7 | | | | | | |  | |  |  | |  |
|  | | Article 8  Does apply | | | | | | |  | |  |  | |  |
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|  | | **J.C.T. Minor Works Building Contract 2016** | | | | | | |  | |  |  | |  |
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|  | | 1. Definitions and Interpretation | | | | | | |  | |  |  | |  |
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|  | | 2. Carrying out the Works | | | | | | |  | |  |  | |  |
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|  | | 3. Control of the Works | | | | | | |  | |  |  | |  |
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|  | | 4. Payment | | | | | | |  | |  |  | |  |
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|  | | 5. Variations | | | | | | |  | |  |  | |  |
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|  | | 6. Injury, Damage and Insurance | | | | | | |  | |  |  | |  |
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|  | | 7. Assignment, Third Party Rights and Collateral Warranties. | | | | | | |  | |  |  | |  |
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|  | | 8. Termination | | | | | | |  | |  |  | |  |
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|  | | 9. Settlement of Disputes | | | | | | |  | |  |  | |  |
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|  | | **End of Contract Clauses** | | | | | | |  | |  |  | |  |
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|  | | **CONTRACT PARTICULARS** | | | | | | |  | |  |  | |  |
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|  | | The following particulars are to be incorporated in the Form of Contract, Contract Particulars. | | | | | | |  | |  |  | |  |
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|  | | **CLAUSE** | | | | | | |  | |  |  | |  |
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|  | | Base Date | Fourth Recital and Schedule 2 | |  | 28/11/17 | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Construction Industry Scheme | Fourth Recital and Clause 4.2 | | - | Employer at the Base Date is a Contractor. | | |  | |  |  | |  |
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|  | | CDM Regulations | Fifth Recital | | - | The Project is notifiable | | |  | |  |  | |  |
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|  | | Framework Agreement | Sixth Recital | | - | Does not apply | | |  | |  |  | |  |
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|  | | Supplemental Provisions | Seventh Recital and Schedule 3 | | - | Does not apply | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Works commencement date | Clause 2.2 | | - | 19/02/2018  (Provisional) | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Date for completion | Clause 2.2 | | - | 13/04/2018  (Provisional) | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Liquidated damages | Clause 2.8 | | - | £30.00 per week | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Rectification Period | Clause 2.10 | | - | 12 Months | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Interim payments – Interim valuation dates | Clause 4.3 | | - | The first Interim Valuation Date is: 01/05/2018 and thereafter at intervals of 30 days | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Payments due prior to practical completion | Clause 4.3 | | - | 97.5 percent | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Payments due on or after practical completion | Clause 4.3 | | - | 100 percent | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Fluctuations Provision | Clauses 4.3 and 4.8 | | - | No fluctuations provision applies | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Supply of documentation | Clause 4.8.1 | | - | 3 Months | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Contractors Public Liability Insurance | Clause 5.3 | | - | Not less than £10,000,000 | | |  | |  |  | |  |
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|  | | Insurance of the works | Clause 5.4C | | - | Works Insurance -Option C | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Percentage to cover professional fees | Clause 5.4A and 5.4B | |  | Zero percent | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Adjudication | Clause 7.2 | | - | The Adjudicator is a President/Vice President/Chairman/Vice Chairman: Royal Institute of Chartered Surveyors | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | Arbitration | Schedule 1 (Paragraph 2.1) | | - | President/Vice President: Royal Institute of Chartered Surveyors | | |  | |  |  | |  |
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|  | | ANNEX 1 TO APPENDIX TO CONDITIONS | | | | | | |  | |  |  | |  |
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|  | | 1. Only in exceptional circumstances will the Employer agree to include in an Interim Payment the value of any materials or goods before delivery thereof to or adjacent to the Works. Where the Employer has so agreed, the following | | | | | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | (1) such materials or goods are intended for inclusion in the Works; | | | | | | |  | |  |  | |  |
|  | |  |  | |  |  | | |  | |  |  | |  |
|  | | (2) nothing remains to be done to such materials or goods to complete the same up to the point of their incorporation in the Works; | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (3) such materials or goods have been and are set apart at the premises where they have been manufactured or assembled or are stored and have been clearly and visibly marked individually or in sets, either by letters or figures or by reference to a pre-determined code so as to identify:- | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (i) the employer, where they are stored on premises of the Contractor and in any other case, the person to whose order they are held; and | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (ii) their destination as being the Works; | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (4) where such materials or goods were ordered from a supplier by a trade sub-contractor, the contract for their supply is in writing and expressly provides that the property therein shall pass unconditionally to the sub-contractor not later than the happening of the events set out in Clauses 1(2) and 1(3); | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (5) where such materials or goods were ordered from a supplier by a trade sub-contractor, the relevant sub-contract expressly provides that the property in such materials or goods passing to the sub-contractor, the same shall immediately thereon pass to the Contractor; | | | | | | |  | |  |  | |  |
|  | | (6) where such materials or goods were manufactured or assembled by a trade sub-contractor, the sub-contract expressly provides that the property in such materials or goods shall pass unconditionally to the Contractor not later than the happening of the events set out in Clauses 1(2) and 1(3); | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (7) the materials or goods are in accordance with this Contract; | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (8) the Contractor provides the Employer with reasonable proof that the property in such materials or goods is in him and that the appropriate conditions set out in Clauses 1(1) to 1(7) have been complied with; | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | (9) the Contractor provides the Employer with reasonable proof that such materials or goods are insured against loss or damage for their full value under a policy of insurance protecting the interests of the Employer and the Contractor in respect of the Clause 22 Perils during the period commencing with the transfer of property in such material or goods to the Contractor, unless they are delivered to or adjacent to the Works. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **A30 EMPLOYERS REQUIREMENTS: TENDERING / SUB-LETTING / SUPPLY** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | Materials  This clause shall apply throughout all sections of this tender document wherever the references British Standard, British Standard Code of Practice, Code of Practice, B.S., B.S.S., B.S.C.O.P. or C.O.P. occur. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor shall supply all materials that may be required for the works. The materials shall be new and shall be the best procurable of their respective kinds. All goods and materials shall be in accordance with the latest relevant revised British Standards and Codes of Practice current at the date of tendering and must meet all requirements of the specification. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with that Standard, or a Standard recognised by another Member State of the European Community or an International Standard offering equivalent guarantees of safety, fitness for purpose and reliability, without prejudice to any higher standard required by the Contract. | | | | | | |  | |  |  | |  |
|  | | **Providing Labour** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor shall allow for providing all labour to complete the works in periods stated and for all necessary incentives and bonuses to maintain an adequate labour force. All operations recognised as requiring to be carried out by time served trades persons shall be carried out by persons qualified to a minimum NVQ Level 3 or City and Guilds equivalent. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **Assignment or Sub-letting** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | This contract, or any part thereof, shall not be assigned or sub-let without the express written permission of the Contract Administrator. In the event of the Contractor desiring to assign or sub-let any part thereof he shall notify the Contract Administrator of his wish to do so within seven days of the provisional acceptance of his Tender, and at the same time, forward the names of the Sub-Contractors and define the particular sections of the proposed to employ them to execute for the Contract Administrator's approval. If the Contract Administrator does not approve of the names submitted, the Contractor shall submit others. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor must include for all "general attendance" (e.g. office and storage facilities, clearing away rubbish etc.), as later defined and also for all "special attendance" (e.g. special scaffolding and plant, unloading, providing power etc.), which the Sub-Contractors may require. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor will be held responsible for any Sub-Contractor he is allowed to employ and will be required to settle accounts with them himself as they will not be acknowledged at the final settlement, even though for convenience measurements may be taken with them at the discretion of the Contract Administrator. | | | | | | |  | |  |  | |  |
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|  | | The Contractor will not be permitted to employ labour only Sub-Contractors. | | | | | | |  | |  |  | |  |
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|  | | **Site Visit/Examination** | | | | | | |  | |  |  | |  |
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|  | | The Contractor will allow for any local conditions and accessibility of the site, the positions of available services etc., the full extent and nature of the Works, the supply of and conditions affecting labour and materials and the execution of individual Contracts based upon this model. No claim on the grounds of want of knowledge in such respects will be entertained. The Contractor shall make his own arrangements to view existing properties after obtaining written authority to view from the Employer. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor must in his tender include for all costs associated with providing and maintaining access and making good any work disturbed to match existing. | | | | | | |  | |  |  | |  |
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|  | | **GENERAL** | | | | | | |  | |  |  | |  |
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|  | | 1. All works to conform to relevant British Standards and Codes of Practice. | | | | | | |  | |  |  | |  |
|  | | 2. The positioning of skips is to be given consideration so not to disturb customers. No skips are to be left on site overnight or at weekends. Unless these are of a lockable type an agreement in writing is given by the employer. | | | | | | |  | |  |  | |  |
|  | | 3. The contractor **must** visit the site to take all dimensions and areas. If any major differences are found they must be brought to the attention of the Contract Administrator at least 7 days before the tenders are due to be submitted. | | | | | | |  | |  |  | |  |
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|  | | Specified Materials and Workmanship  The Contractor's attention is drawn to the fact that all prices for specified work and/or materials detailed in these Bills of Quantities must be obtained from the particular firm stated and the tender will, therefore, be deemed to include for such prices. The Contract Administrator may, however, during the period of the contract, consider prices from other approved firms whom he considers equal to those stated within these Bills and may instruct the Contractor to place an order accordingly. Any addition or saving to the Contract Sum through the substitution of any other approved firm for those stated in these Bills will be treated as a variation to the Contract. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | Samples  Samples of proposed materials and workmanship shall, if required, by the Contract Administrator, be submitted for approval, and these samples will be retained by the Contract Administrator for the period of the Contract. The Contract Administrator shall have power to reject all such materials and condemn such workmanship as does not correspond with the approved samples.  All materials described as "approved" must be submitted to the Contract Administrator and his written approval obtained before incorporating same in works. | | | | | | |  | |  |  | |  |
|  | | Tests  The Contract Administrator may whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on the site, and the Contract Administrator shall be at liberty to reject any materials after delivery should he consider then unsatisfactory, notwithstanding the preliminary test and approval of the materials at the maker's premises. The cost of these tests is to be borne by the Contractor. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | When directed by the Contract Administrator, samples of materials (the samples being taken by approved sampling methods) are to be supplied and delivered by the Contractor for laboratory tests at his own cost. The Contractor shall, whenever so instructed by the Contract Administrator cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for the purpose of testing. All work disturbed shall be made good forthwith by the Contractor. All costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the Contractor unless the result of the test shows that the materials etc., are in accordance with the Contract. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |  | | | | |  |
|  | | **Acceptance of Tender** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Employers do not bind themselves to accept the lowest or any tender, nor will they pay for the preparation of tenders. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **National Insurance Acts etc.** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor shall allow for all and any payments to be made arising under the National Insurance Acts, the Graduated Pensions Scheme, Redundancy Payments and Training Board Levy, including all and any amendments thereto or any statutory modifications or re-enactments thereof and any other disbursements arising from the employment of labour. | | | | | | |  | |  |  | |  |
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|  | | **A31 EMPLOYERS REQUIREMENTS : PROVISION, CONTENT AND USE OF DOCUMENTS** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **Bills of Quantities** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | All quantities given are net as fixed and no allowance has been made for cutting, wastage and laps etc. The Contractor is to price the work in conjunction with the drawings and site inspections and is to allow for and do all things necessary although not specifically mentioned therein in order to complete the work in every respect in a true and workmanlike manner. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **Priced Bills of Quantities** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor is to submit his priced Bills of Quantities monied out to agree with the amount of the tender with his tender submission. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Contractor shall price each item individually including preliminaries and shall not enter aggregate sums to cover several items. However, if the Contractor does leave unpriced any of the items in these Bills of Quantities he will be deemed to have considered that the rates for the remaining items are sufficient to enable him to perform the services and the obligations in the items not priced without charge. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | All preliminary rates submitted must be accurately priced showing which are fixed and time related. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | **A32 EMPLOYERS REQUIREMENTS: MANAGEMENT OF THE WORKS** | | | | | | |  | |  |  | |  |
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|  | | **Supervising Officer / Contract Administrator** | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | As appointed by the Employer. | | | | | | |  | |  |  | |  |
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|  | | **Generally** | | | | | | |  | |  |  | |  |
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|  | | SUPERVISION : Accept responsibility for co-ordination, supervision and administration of the works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work. | | | | | | |  | |  |  | |  |
|  | | During the course of the contract the Contractor will constantly keep on site a competent foreman, who shall be empowered to receive and act upon any instructions given by the Supervising Officer or the Client’s official representative. | | | | | | |  | |  |  | |  |
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|  | | **Equal Opportunities** | | | | | | |  | |  |  | |  |
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|  | | The attention of the Contractor is drawn to the provision of the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000) and the Sex Discrimination Acts 1975 and 1986, with particular reference to the fact that it is now unlawful for a Contractor to discriminate on the grounds of colour, race, nationality, ethnic or national origins (which include citizenship), sex and marital status in the fields of employment, education and the provision of goods, services and premises. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | The Equal Pay Act 1970 states that women are entitled to equal pay with men doing work that is the same or broadly similar. | | | | | | |  | |  |  | |  |
|  | |  | | | | | | |  | |  |  | |  |
|  | | Under the Acts it is unlawful for the Contractor, as an employer, to discriminate:   1. In the arrangements made for selecting candidates; 2. In the terms on which employment is offered; 3. By refusal or deliberate omission to offer a person employment 4. In affording access to opportunities for promotion, training, transfer or any other benefits, facilities or services. | | | | | | |  | |  |  | |  |
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|  | | **QUALITY STATEMENT:** | | | | | | |  | |  |  | |  | |
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|  | | **Quality** | | | | | | |  | |  |  | |  | |
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|  | | Gentoo expects a high level of quality from its contractors together with a high level of customer/tenant care. This means that the Contractor must ensure. | | | | | | |  | |  |  | |  | |
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|  | | 1. All work is in accordance with the Specification. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. The correct materials are used and in accordance with the Specification. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Operatives are trained to a high standard. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Satisfactory site monitoring is carried out to maintain a high standard. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Operatives should behave in accordance with the Contractor's "Code of Conduct". | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | This is all represented by the Vision, Mission and Values of the Group which are: | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Vision is: | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | “Great Homes – Strong Communities – Inspired People” | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Values: | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | "Do the right thing" | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | “Make a difference” | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | "Work together" | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | "Keep learning" | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | “Give all you’ve got” | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | This Vision, Mission, and Values are the keystone of the Group’s philosophy and the Contractor shall respect these values and aims. | | | | | | |  | |  |  | |  | |
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|  | | The Vision, Mission, Values and Customer Charter are an integral part of the Housing Service of Gentoo. Contractors working on behalf of the Group are bound by these policies and must observe all the Group's instructions and directions in this respect. The Group is committed to promoting good relations with its customers by providing a quality service which is receptive to their wishes. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Contractors Code of Conduct** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Gentoo aims to provide a quality service to all customers at all times. This includes not only the staff employed directly by the Group but those who carry out work on its behalf. The general aim is to make sure that every customer contact is a positive experience for all concerned that people and their property are treated with courtesy and respect. To help achieve this a Code of Conduct for Contractors has been developed. The following set of standards are the minimum expected from all contractor's employees to deliver and ensure good customer care. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Whilst working in Gentoo’s (Gentoo) customers’ homes all Contractor's employees will ensure that they: | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **First impressions/Uniform/ID** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Adopt a professional approach from first contact to completion of work. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Introduce yourselves, present photo identification (ID), be of clean and tidy appearance and wear an appropriate uniform. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Respect for our customer’s home** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Treat the customers home as if it was your own, providing dustsheets, and offering assistance where required. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Respect the customers home by not using their facilities, smoking, using inappropriate language, playing loud music, or other unacceptable behaviour. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Make use of your own site facilities, provided for staff use and welfare. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Work to standard hours and maintain our customers security. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Reconnect mains services and reposition appliances. | | | | | | |  | |  |  | |  | |
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|  | | **Methodical Approach/Keeping Promises** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Follow a logical sequence, keeping promises, appointments and completing jobs in a timely manner. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Communicating with our Customers** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Keep them informed of what, when and where improvements or repair work needs to be carried out. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Confirm with them that the work has been completed to their satisfaction with any outstanding issue rectified promptly. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Adhere to Gentoo’s published complaints procedure. | | | | | | |  | |  |  | |  | |
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|  | | **Tidy Working** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Follow good health and safety practice, through identification of hazards, correct storage of equipment/materials, clearing debris and general safe working procedures. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Be considerate to our customers and the environment when parking vehicles. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Check finished work, cleanliness and explain how to use new appliances upon completion. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **As a Contractor Gentoo expect you to:** | | | | | | |  | |  |  | |  | |
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|  | | 1. Go that extra mile. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Get it right first time and every time. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Keep promises with the customer. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Treat our customers home like your own. | | | | | | |  | |  |  | |  | |
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|  | | **A34 EMPLOYERS REQUIREMENTS: SECURITY / SAFETY / PROTECTION** | | | | | | |  | |  |  | |  | |
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|  | | **GAS INSTALLATION REQUIREMENTS** | | | | | | |  | |  |  | |  | |
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|  | | 1. All contractors dealing with works involving gas are to be GAS SAFE registered. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 2. All gas fitters arriving on site are to carry a GAS SAFE registration card complete with the competencies on the reverse of the card. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 3. A copy of the GAS SAFE card including the competencies on the reverse side of the card is to be kept on site. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 4. The gas fitters are only carrying out the type of work for which they are qualified to do on their registration card. | | | | | | |  | |  |  | |  | |
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|  | | **A34 EMPLOYERS REQUIREMENTS:SECURITY/SAFETY/PROTECTION** | | | | | | |  | |  |  | |  | |
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|  | | **A34.1.4 Maintain Live Services** | | | | | | |  | |  |  | |  | |
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|  | | **SPECIAL REQUIREMENTS IN RELATION TO NEDL** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. In these Special Requirements the following expressions shall have the meanings assigned to them. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (i) "Board" means the Central Electricity Generating Board and/or the Area Electricity Board(s) | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (ii) "Board's Engineer's means the District Manager of the Generating Board and/or the Area Board concerned or his nominated representative. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (iii) "Plant or equipment" means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 2. The Work should be carried out to conform with the Requirements of the Health & Safety Executive Guidance Note No. G.S. 6 "Avoidance of Danger from Overhead Electric Cables" and the National Joint Utilities group document "Recommendations on the Avoidance of Danger from underground Electricity Cables". | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 3. (i) Except under such restrictions as the Board's Engineer may impose for the safety of persons and the protection of property a distance of 15 metres shall be maintained at all times between any part of any plant or equipment or anything connected to such plant and equipment (e.g. the jib of a crane hoist rope load etc.) and any part of the Board's electric lines where these lines are carried on steel towers or a distance of 9 metres where the lines are carried out wood poles. Excavation spoil must not be dumped or accumulated so as to the cause infringement of these distances. The permission of the Board's engineers must be obtained in writing before plant or equipment is operated or work of any kind is carried out within the above distances. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (ii) The Contractor shall give at least fourteen days’ notice to the Board’s Engineers of the dates upon which it is intended to operate plant or equipment or carry out any work for which permission has been given by the Board’s Engineers under paragraph 3(i). Such operations or work shall only be carried out in the presence of the Board’s Engineers unless notice shall have been obtained in writing from the Board’s Engineers that they do not require to be present. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (iii) In the event of the Board requiring work to be executed on the overhead electric lines or supports during the period of the Contract the Contractor shall afford all facilities to the Board or its contractors and the Contractor shall amend his programme of working to suit any and all requirements of the Board during such period of working. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (iv) The Contractor shall consult the Board's Engineers as early as possible and such consultation shall not be less than fourteen days before it is proposed to commence work to ascertain whether any underground electricity cables or apparatus will be affected by the proposed work in which event the Contractor shall make all necessary arrangement with the Board's Engineer to safeguard the cables or apparatus. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (v) Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable additional precautions must be taken to ensure maintenance of the appropriate safety clearance. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 4. The above requirements will not relieve the Contractor of any responsibility for taking every precaution to avoid risk to persons or damage to property including compliance with Regulation 44 (2) of the Construction (General Provisions) Regulations 1961. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 5. In order to comply with the above requirements the Contractor should contact the following address:  NEDL  Station Road  New Penshaw  Tyne and Wear  DH4 7LA  (01642 395000) | | | | | | |  | |  |  | |  | |
|  | | **SPECIAL REQUIREMENTS IN RELATION TO BRITISH TELECOMMUNICATIONS AND CABLE COMPANIES** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 1. Before commencing any work or moving heavy plant or equipment over any portion of the site the Contractor shall confirm details of British Telecommunications underground plant within the site with the appropriate Telephone Manager. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 2. Where such details show that the Contractor's work or the movement of plant or equipment may endanger British Telecommunications plant the Contractor must give the Telephone Manager at least one weeks’ notice of the date on which it is intended to commence such work or movement of plant and equipment in order that the presence of buried plant can be indicated by markers to be supplied by British Telecommunications and placed by the Contractor under the supervision of a British Telecommunications representative. The Contractor shall ensure that British Telecommunications plant is protected from damage. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 3. In the event of a British Telecommunications marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a British Telecommunications representative. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 4. The above requirements do not relieve the Contractor of any of his obligations under the Contract. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | 5. The Contractor shall allow for all necessary removal/reinstatement of British Telecommunications or Cable Company cables/apparatus to allow the work to be carried out. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Cable Company or British Telecommunications services must not be interrupted during the course of the works. Allowance should therefore be made for temporary supplies to be installed where necessary. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A34.1.7 Others - HEALTH AND SAFETY** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Safety, Health and Welfare of Work People** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall, as part of the system of work introduced by the Employer to meet his obligations under the Health and Safety at Work Act 1974 to ensure the Health and Safety of all persons employed to work on the Employer's premises, comply with the following requirements:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Conform in all respects to the legal duties and responsibilities laid down by the Health and Safety at Work Act 1974 and other relevant statutory provisions. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The C.O.S.H.H. Regulations 1994 together with all or any amendments thereto and re-enactments thereof and the working rules of the industry, including all relevant Approved Codes of Practice, Guidance and guidance notes published by the H.S.C., the H.S.E. or industry bodies. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Upon the request of the Contract Administrator or his representative, of the Employer's Safety Officer, if in his opinion there is a danger to the health and safety of employees or others, to stop any operation, erection or plant and or equipment or the action of any of the Contractor's employees. The employer will not accept any responsibility for any increased costs arising out of such action. In the event of the Employer taking this action verbal notification will be given forthwith to the Contractor's site representative and written notification will be given as soon as practicable to the Contractor. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Supply and ensure that the Contractor's employees wear and use protective clothing and equipment or anything provided in the interests of health, safety and welfare in pursuance of any statutory provision. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Ensure that all equipment, plant, machinery and apparatus brought onto or used on the Employer's premises are safe and without risk to health and have been maintained to a standard that will not constitute an offence under any statutory provision. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Obey any written instructions or verbal advice given in respect of health and safety by the Contract Administrator or his representative or the Employer's Safety Officer. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Notify the Contract Administrator of any notifiable accident or notifiable dangerous occurrence occurring on the Employer's premises and arising out of, or in connection with the work as specified in the Notification of Accidents and Dangerous Occurrences Regulations 1980. The Employer may notify an inspector appointed under the Health and Safety at Work Act 1974 or any breach of safety requirements. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Employ the best practicable means as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from the Contractor's operations and have regard to B.S. 5228 1975 (Code of Practice of Noise Control on Construction and Demolition Sites) and in particular the Contractor shall:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) ensure that all vehicles, plant and machinery used during the operation are fitted with effective exhaust silencers and that all parts of such vehicles plant and machinery are maintained in good repair and in accordance with the manufacturer's instructions and are so operated as to minimise noise emission. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (b) where applicable all machinery capable of creating a dust hazard shall be fitted with a suitable extract attachment. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (c) only use sound reduced compressors or other alternatives approved by the Employer and any equipment or part fitted by the manufacturer for the purposes of the reduction of noise shall be maintained and operated so as to minimise noise. Any pneumatically operated percussive tool shall be fitted with an approved silencer which shall be kept in good repair. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (d) shut down in periods of non-use or where this is impracticable, throttle back to a minimum, any machinery which is in intermittent use. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (e) allow for protecting all plant and machinery to exclude the public and occupants from access (i.e. cages). | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide and maintain on the site all necessary facilities for his own employees, and other sub-contractors. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Safety, Health and Welfare of Work people and Members of the Public** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Health and Safety at Work etc., Act 1974 became operative in its entirety on 1 April 1975. The purpose of the Act is to provide the legislative framework to promote, stimulate and encourage high standards of health and safety at work and in this context your attention is drawn to the following:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) Relevant extracts from the Health and Safety at Work Act etc., Act 1974. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (b) Regulations made under the Factories Act being relevant to this Contract (without prejudice). | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) and (b) are conditional in the execution of this Contract | | | | | | |  | |  |  | |  | |
|  | | **The Health and Safety at Work etc., Act 1974** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Section 2 (2)** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Requires every employer to ensure so far as is reasonably practical the health and safety and welfare at work of all his employees. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | This duty includes:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) Provision and maintenance of safe plant and systems at work. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (b) Arrangements for ensuring safety in connection with the use, handling, storage and transport of articles and substances. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (c) Provision of all necessary instructions, training and supervision. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (d) Provision and maintenance of a safe place of work and working environment. This environment must also be adequate as regards facilities and arrangements for employees welfare at work. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (e) Adequate means of safe access and egress to a place of work. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Section 2 (3)** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Requires every employer (except those with less than five employees) to prepare and bring to the Notice of all employees a written statement of their general policy with respect to the health, safety and welfare at work of their employees. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Section 3** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Employers have a duty to carry out their work in such a way that persons not in their employment who may be affected by it are not exposed to risks to their health or safety (this section provides protection to anyone including members of the general public i.e. the "etc." in the Act's title). | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | NOTE: Regarding Section 2 (3), Contractors must submit their written safety policy statement prior to being awarded any Contract. The Employer's Safety Officer will monitor safety and shall be authorised to order the Contractor to fulfil his safety obligations. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Regulations made under the Factories Act being relevant to this Contract**  **(without prejudice to any other occupants).** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The following Construction Regulations apply to:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) Building Operations. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (b) Works of engineering construction undertaken by way of trade or business or for the purpose of any industrial or commercial undertaking. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The provision of these regulations shall be in addition to, and not a substitution for or indemnification of other requirements imposed by or under the principal Act (Factories Act, 1961). | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Factories Act, 1961 Part VII, Section 127 Building Operations and Works of Engineering Construction (Sub Sections 6 and 7).** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (a) Any person (in this instance "the Contractor") undertaking any building operations or works of engineering construction shall not later than seven days after commencement of the operations or works serve Form F.10 to the Health and Safety Executive. Form F.10 shall not apply if there are any reasonable grounds for believing that the operations or works will be completed within a period of less than six weeks. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (b) Construction (Design and Management) Regulations 2007 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (c) Construction (Health, Safety and Welfare) Regulations 1996 (Revoked) | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (d) Asbestos (Licensing) (Amendment) Regulations 1998 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (e) Gas Safety (Installation and Use) Regulations 1998 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (f) Management of Health and Safety at Work Regulations 1992 (Amended) (1999) | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (g) Provision and use of Work Equipment Regulations 1998 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (h) Lifting Operations and Lifting Equipment Regulations 1998 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (i) Control of Lead at Work Regulations 2002 | | | | | | |  | |  |  | |  | |
|  | | (j) Manual Handling Regulations (Amended 2002) | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (k) Electricity at Work Regulations 1989 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (l) Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (m) Health and Safety (First Aid) Regulations 1981 amended 2002 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (n) Personal Protective Equipment Regulations 1992 (Amended) ( 2002) | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (o) Construction (Head Protection) Regulations 1994 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (p) Confined Spaces Regulations 1997 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (q) The Control of Noise at Work Regulations 2005 | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (r) HSE guidance:  HSG 33 - Safety in Roofwork  HSG 144 - Safe Use of Vehicles on Construction Sites  HSG 149 - Backs to the Future - safe manual handling in Construction  HSG 168 - Fire Safety in Construction  HSG 185 - Health and Safety in Excavations  BS 6187 - Code of Practice for Demolition | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **NOTE 1** The above Statutory Instruments are available for your perusal from the Officer of the City of Sunderland Council dealing with this Contract; or may be purchased from any Government book shop or H.M. Stationery Office. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **NOTE 2** The address of the local H.S.E. office is:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **The Health and Safety Executive**  **Arden House**  **Regent Centre**  **Gosforth**  **Newcastle-upon-Tyne**  **NE3 3JN**  **Telephone No: (0191) 202 6200** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **NOTE 3** The Contractor shall allow for all relevant Safety, Health and Welfare legislation and is to provide a copy of their Safety Policy, which is to be checked and passed by the Authorities Safety Officer, prior to any work commencing on site. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Protection of Persons and Property** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide for the efficient protection of the public, the Employer's servants and property and all other persons occupying or using the premises also of adjoining or neighbouring property during the progress of the works included in or required to be done in connection with the Contract. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall take all precautions to eliminate as far as possible the danger to the public and other persons arising from the entry and exit of vehicles to and from the sites. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Protection of the Works** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall not permit anything to be done that is calculated to injure the stability of the works or buildings and no cutting through walls or floors shall be done, other than as indicated by the drawings or as described herein without the sanction of the Supervising Officer, and the Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall take every precaution to protect the works from any cause, including frost, inclement weather damage by other trades, or vandalism, and shall make good any damage so caused at his own expense, together with any incidental expense or loss by the Employer due to this damage. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Any work damaged or soiled by weather, traffic or other causes due to inadequate temporary protection shall be taken down and re-executed or otherwise made good by and at the cost of the Contractor. The Contractor will be responsible for making good any damage to existing boundary walls, fencing, hard play areas and grassed areas. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Safeguarding the Works** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Safeguard the works, materials and plant against damage or theft for the security of the works and the protection of the public. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Watching and Lighting** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide all watching and lighting necessary by day and night for the due protection and security of the works and of the public. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Working Hours** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Allow for carrying out the works during normal working hours. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Overtime will only be permitted with the express written consent of the Supervising Officer and no reimbursement will be made of the additional cost of any overtime worked. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A35 EMPLOYERS REQUIREMENTS : SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING / USE OF SITE** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A35.1.2 Method and sequence of work** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall execute the works in such a manner to cause the minimum disturbance to the residents, and to allow the works to be executed in the minimum possible time. | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide a method statement, which will be required no later than the date of the pre-start meeting. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A35.1.3 Access** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | All garages should be free from stored items and belongings and the Contractor will have full access to all garages.  Main access roads to and from the towers must remain in operation at all times. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A35.1.7 Working Hours** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Working hours will be 8.00 hours until 16.30 hours Monday – Thursday and 8.00 hours until 15.30 hours Friday. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Weekend working or working outside of these times must be approved by the Contract Administrator. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Overtime** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall allow in his tender for all overtime, and other costs incurred in completing the works in the time stated. Payment in respect of non-productive overtime shall only be made for that which is authorised in writing by the Contract Administrator | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Programme of Work** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall, within 1 week of the date of acceptance of his tender, produce in association with the Contract Administrator, Housing Officials and Public Utility Companies, a project programme (Network, Bar Chart or Line of Balance) of the whole of the works. This programme shall show the dates at which the works will be executed, and shall enable the Contractor's representative, in association with the Contract Administrator and housing officials to inform the residents if appropriate of the proposed works.  No agreement or approval of any programme will relieve the Contractor of his responsibility to complete the whole of the works by the date for completion. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Programme is to be based on the full contract period determined by the Date for Possession and Completion Date stated in the Appendix and of individual properties and is to be a logic linked network programme (detailing the critical path), fully resourced. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Possession of the site should be fully incorporated into the programme. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | PROGRAMME:  The master programme for the Works must include periods for all:  - Design, production information and proposals provided by the Contractor/ Subcontractors/Suppliers, including inspection and checking (see section A31).  - Planning and mobilisation by the Contractor.  - Running in, adjustment, commissioning and testing of all engineering services and installations  - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)  - Work by or on behalf of the Employer and concurrent with the Contract (see section A50) the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.  Where and to the extent that the programme implications for work which is not so defined are impossible to assess the Contractor should exclude it from his programme and confirm this when submitting the programme. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | THE PROGRAMME must show earliest and latest start and finish dates for each activity, and identify all critical activities. It must be of the critical path type, unless agreed otherwise. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | SEQUENCE OF WORKS  The buildings will be made available to suit the Contractors programme. However, access cannot be guaranteed and allowance should be made for this by the Contractor. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | REPORTS  The Contractor is to deliver daily to the Clerk of Works a report as to the number of operatives employed on the works in each trade. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Tenant Liaison Procedure** | | | | | | |  | |  |  | |  | |
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|  | | Allow for providing a tenant liaison service in conjunction with the Clerk of Works in dealing with programming matters, general enquiries, access arrangements, etc., in addition to normal supervision responsibilities. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Employment of or Payments to Persons in the Service of the Employer** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Persons in the service of the Employer are not allowed under any consideration, either directly or indirectly to do any work in relation to obtaining or the execution of the Contract or any contract with the Group and shall not have or commit any offence under the prevention of Corruption Acts 1889 to 1916 or to execute any commission for the Contractors or their agents or to receive gratuities or other payments from the Contractor. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Photographs** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Photographs of the Works are not to be published without the prior consent of the Contract Administrator in writing. | | | | | | |  | |  |  | |  | |
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|  | | **Visitors** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Facilities are to be provided for visitors authorised by the Employer to inspect the Works and the Contractor is to ensure that his insurance covers such visits. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Noise Control** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall ensure that noise is reduced to a minimum by providing silencers for compressors and mufflers for drills. All other plant should be fitted with efficient silencers on exhaust systems. The Contractor's attention is drawn to the Noise Abatement Act 1960 and the M.O.P.B. Works advisory leaflet No. 72 "Noise control on Building Sites". | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Police Regulations** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor, shall at all times, observe any Police Regulations including those regarding the loading and unloading of or waiting by vehicles on the public highway and the Contract Sum shall be deemed to include for the strict compliance therewith. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor must provide and display in the appropriate position all necessary signs in accordance with the Ministry of Transport system of advance warning signs as required by the Police Authority. The Contractor's attention is also drawn to Sections 31 and 32 of the Highways Act, 1971, concerning Builders skips on the highway. Provide for all costs and charges for complying with all other public regulations and directions. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Asbestos** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor should note that they shall not incorporate any asbestos containing product within the works. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall comply with all statutes, statutory instruments (SI 1987 No. 2115, and subsequent revisions) and approved Codes of Practice when dealing or working with asbestos based products and materials. He shall pay all fees, charges and any other costs in respect thereof including licences, tipping charges etc. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Asbestos sampling and air monitoring required will be carried out by Gentoo under separate arrangements where deemed necessary. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A42 CONTRACTORS GENERAL COST ITEMS : SERVICES AND FACILITIES** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A42.1.2 Lighting and Power** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide all artificial lighting, electric power and other energy required for the execution of the works. If the existing service is to be used he will be responsible for arranging with Northern Electric for the supply of electric power and pay all fees and charges in connection therewith. If the Contractor, for any reason, needs to use the existing electrical installation, he shall make arrangements with Northern Electric for temporary connections and pay all fees and charges including that for electric power consumed. If such use includes electric power registering on the residents meter the Contractor shall be responsible and make allowance for reimbursing the residents for the cost of such electrical power consumed. In the case of dispute the Contract Administrator shall be informed and his decision shall be final. The provision of light and, where appropriate, power for nominated sub-contractors, Authorities and Boards is included in the items of general and special attendance in the Bills. The Contractor shall provide adequate artificial lighting to ensure that at least normal weekly working hours may be worked on site despite the loss of natural light. Guidance on this subject is given in Illuminating Engineering Society's Technical Report No. 3 on "The Lighting of Building Sites and Works of Engineering Construction". | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **A42.1.4 Water** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall give notice to North East Water that a supply of water is required for the execution of the works. He shall arrange for the necessary connections to the Company's mains and for an adequate supply of clean fresh water for the convenient use of all trades and specialists whether employed by the Contractor or the Contract Administrator and pay all fees and charges in connection therewith. The Contractor shall provide and maintain all necessary temporary plumbing, tubs, hose-piping etc., remove same on completion of the works and make good all work disturbed to the satisfaction of the Contract Administrator. | | | | | | |  | |  |  | |  | |
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|  | | **A42.1.5 Telephone and Administration** | | | | | | |  | |  |  | |  | |
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|  | | Provide for all connections and maintenance in relation to the provision of a site facsimile machine which client's staff may have access to. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Provide site facsimile machine. | | | | | | |  | |  |  | |  | |
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|  | | **A42.1.8 Rubbish Disposal** | | | | | | |  | |  |  | |  | |
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|  | | **Removal of Rubbish** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall at all times keep the site free from all surplus materials, rubbish and debris arising from the execution of the works. All rubbish and debris must be removed from site on cessation of each day's operations. The Contractor shall leave dwellings as clean as possible at the end of each day’s work. | | | | | | |  | |  |  | |  | |
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|  | | **A42.1.9 Cleaning** | | | | | | |  | |  |  | |  | |  | |
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|  | | **Cleaning the Works** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall properly cleanse floors, woodwork and steps including removal of paint splashes from glazing and all other surfaces and touch up any damaged surfaces. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Leave the whole of the works clean and in a sound condition free from defects on completion of the works all to the satisfaction of the Contract Administrator. | | | | | | |  | |  |  | |  | |
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|  | | **Keeping Clean Carriageway and Footpath** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Every effort must be made to prevent excessive and undue depositing of excavated material on existing and completed or partly completed carriageways and footpaths or fouling of such surfaces in any way as a result of the works. The Contractor shall at his own expense remove all such deposited material as often as may be required by the Contract Administrator's requirements regarding such cleaning up the Contract Administrator will arrange for the work to be carried out and the Contractor shall bear the full cost thereof. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Damage to Gardens and landscaped areas etc.** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall take all reasonable care when executing work to avoid unnecessary disturbance and damage to the gardens, hedges, fences, outbuildings and the like being worked upon and shall make good at his own expense any damage caused. | | | | | | |  | |  |  | |  | |
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|  | | **A43 CONTRACTORS GENERAL COST ITEMS: MECHANICAL PLANT** | | | | | | |  | |  |  | |  | |
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|  | | **Plant** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall provide, alter as required, maintain, remove at completion and make good after, all scaffolding, roof edge protection staging, planks, cradles, machinery, tackle, blocks and ladders etc., necessary for the works to be carried out in strict accordance with Construction (Working Places) Regulations 1966. | | | | | | |  | |  |  | |  | |
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|  | | **A44 CONTRACTORS GENERAL COST ITEMS: TEMPORARY WORKS** | | | | | | |  | |  |  | |  | |
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|  | | **A44.1.3 Access Scaffolding** | | | | | | |  | |  |  | |  | |
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|  | | The scaffolding and ladders erected by the Contractor for his own use shall be at the service of all tradesmen and specialists whether employed by the Contractor or Contract Administrator. The use of standing scaffolding and ladders by Nominated Sub-Contractors and the provision of special scaffolding for them are included in the item of general and special attendance in the P.C. and Provisional Sum Bill.. Scaffolding is to comply with :- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (i) B.S. EN 12811-1:2003 Temporary works equipment Scaffolds. Performance requirements and general design. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (ii) B.S. 5974: "Temporarily Installed Suspended Scaffolds and Access Equipment". | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | Scaffolding at ground floor level is to be covered by a hoarding as necessary to protect the tenants and public from harm in case of collision with the scaffolding. | | | | | | |  | |  |  | |  | |
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|  | | The scaffold must be individually designed specifically to allow protected access at all times to all properties for tenants. | | | | | | |  | |  |  | |  | |
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|  | | All scaffolding is to be dismantled and cleared from site prior to any holiday periods where close down will be of 1 week or more and then re-erected after the holiday period. | | | | | | |  | |  |  | |  | |
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|  | | The Contractor is to allow for all Local Authority costs and charges in association with the erection of scaffolding. | | | | | | |  | |  |  | |  | |
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|  | | **Working Platforms** | | | | | | |  | |  |  | |  | |
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|  | | Working platforms are to be provided to enable the work to be safely and effectively carried out. The Contractor's attention is drawn to the Health and Safety at Work etc., Act, 1974. The Contractor's percentage adjustment to the prices in the Schedules of Rates is to include for:- | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | (i) temporary staging and scaffolding to provide a working platform up to a height of 3 metres. | | | | | | |  | |  |  | |  | |
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|  | | (ii) ladders for access to buildings of not more than two storeys in height. | | | | | | |  | |  |  | |  | |
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|  | | (iii) access to any scaffold or working platforms must at all times be secured or removed when not in use to prevent unauthorised access. | | | | | | |  | |  |  | |  | |
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|  | | (iv) The contractor's attention is drawn to the requirement to provide access to the dwellings for the purpose of re-pointing brickwork. There are specific instances of this requirement adjacent to owner/occupier premises, the contractor is expected to visit the site in order to produce scaffolding designs to facilitate full and safe access to all areas to be painted.  Further, the contractor, is advised that full liaison with the owner occupier is required. | | | | | | |  | |  |  | |  | |
|  | | **A44.1.5 Hoardings, Fans, Fencing etc.** | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | The Contractor shall provide, erect, maintain and remove on completion hoardings, fences or barriers for the necessary protection of the materials, buildings and sites to safeguard all persons and relieve the Group from all responsibility. | | | | | | |  | |  |  | |  | |
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|  | | OUTLINE SPECIFICATION FOR SCAFFOLDING WORKSGeneral All work is to be made as safe as practicable and undertaken in compliance with all relevant legislation and in particular the Construction Health, Safety and Welfare Regulations 1996 and SG4:05 (Preventing Falls in Scaffolding and Falsework).  All scaffolding personnel are to be suitably qualified/experienced and their certificates are to be carried at all times.  The sub-contractor is to design and provide suitable scaffolding to afford access for brickwork, roofing and rendering operations to the external elevations of the various standard house types illustrated within any drawings enclosed with an enquiry.  Scaffolding is to comprise:-  i. foot scaffold and 3 no. subsequent lifts to houses, plus table lifts for peaks where appropriate and,  ii. foot scaffold and 1 no. subsequent lift to bungalows, plus table lifts for peaks where appropriate  iii foot scaffold and 1 no. subsequent lift to garages.  Working platforms are to be a minimum of five boards wide to maintain 600mm minimum clearway and to include a toeboard.  The scaffolding is to be erected progressively in line with the main contractors requirements and is to permit access at door entrances and include all necessary bracing. All standards are to be set on either sole plates or boards and located on a firm level compacted base.  Scaffolding is to be capable of withstanding any shock loading which may be imposed by an attached safety harness.  The overall duration of hire is as set out in the pricing schedule. Boards The sub-contractor shall allow for one lift of boards, which are to be moved progressively as required by the main contractor, as the brickwork proceeds.  Methods must be incorporated (e.g. through design) for eliminating trip hazards on scaffold, e.g. overlapping boards and changes in levels should be avoided. Where overlapping boards and changes in levels cannot be avoided, additional preventive and protective measures must be incorporated.  Working platforms must be close boarded with suitable fixings fitted to prevent movement of boards. (Including the movement of inner boards). Guardrails/Brickguards In conjunction with the boarding out of lifts, the sub-contractor will be required to fix a double guardrail and associated brick guards. Ladder Access A ladder bay (approx. size 1.5 x 1.5m) is to be constructed so that it incorporates ladders from top to bottom of the scaffolding structure, (not within the main scaffold) and adequately fixed. Ladders must be supported by the stiles resting on a firm even base. The ladder must be securely fixed at the top to prevent movement. Ladders should be set at a working angle of 75ο to the horizontal and rungs at stopping off points, should be on a level with the working platform. Suitable handholds must be provided at stopping off points. All openings through which a ladder passes should not exceed 500mm in width and should be as small as possible to allow the safe passage of men.  Alternatively, where it is not practical to provide a ladder bay a self-closing gate must be installed at the point of access to the working platform from the ladder.  Low level scaffold, e.g. for bungalows, garages, etc. must as a minimum, be fitted with self closing gates where it is not reasonable to erect independent ladder access towers. Internal Scaffold The sub-contractor is to allow for internal scaffolding as set out within the pricing schedule. Loading Bay/Platform A loading bay capable of withstanding a load comprising not more than 3 no. packs of facing bricks, 1 no. tub of ready mixed mortar and 2 no. operatives to be incorporated within each scaffold. This loading bay is to incorporate a self-sprung closing gate fitted with mesh (cantilever type) which complies with current legislation and protects site staff at the leading edge of the boarding. Loading bays to be erected away from front doors where practicable. Signage All necessary scaffold signage must be provided and maintained in line with industry best practice, e.g.  - "Scafftag" system with additional highly visible "scaffold incomplete" signage as necessary.  - Additional warning signs as appropriate. Sheeting Sheeting off of the scaffold will not be required unless directed by the Site Management. Hazards The sub-contractor is requested to note that in some instances scaffolding works may be required in close proximity to existing overhead cables. Storage of Materials If space is unavailable for the storage of surplus materials during the course of the project, the scaffold materials are to be removed from site and returned, as required. Any surplus materials left around plots will be skipped at your expense. Additional Works Any low level, protruding scaffold elements to be protected to prevent injuries from accidental contact. Any additional works requested by the Site Management is to be the subject of written instruction. Visits The Main Contractor cannot guarantee to provide a full day’s work for the sub-contractors operatives at each and every visit. Completion of Work On completion of erection of scaffold, the scaffolding contractor is to issue the recognised NASC handing over certificate (or the like) for each structure. Hours of Work The normal site working hours will be 0800 to 16.30 hrs. (Monday - Thursday) and 8.00 to 15.30 hrs. (Friday). Overtime working may be available subject to the agreement of the Contract Administrator. | | | | | | |  | |  |  | |  | |
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|  | | **A44.1.8 Others** | | | | | | |  | |  |  | |  | |
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|  | | **Temporary Buildings** | | | | | | |  | |  |  | |  | |
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|  | | The contractor shall, at his own cost, supply all temporary buildings, sheds, mess rooms and stores. No office, stores or other temporary buildings shall be erected on the site without first obtaining the consent of the Contract Administrator as to the positions on which they are to be erected. | | | | | | |  | |  |  | |  | |
|  | |  | | | | | | |  | |  |  | |  | |
|  | | **Welfare Facilities**  **General**  The Contractor must provide welfare facilities on the site.  • Contractor to ensure all facilities are kept clean and tidy.  • All Welfare facilities shall be adequate for the number of operatives on site and meet all current legislation.  **Toilets**  • Adequate toilets are to be provided at all times.    The following schedule gives a minimum requirement for provision on site and should be adjusted according to the numbers of personnel at any one time.  • Men and women may use the same toilet, provided it is in a lockable room and partitioned from any urinals which have also been provided, otherwise separate toilets should be provided.  • Toilets should be connected to a mains drainage system and should be mains water flushing.  • Units used by female workers should have effective means for disposal of sanitary waste.  • Make sure adequate supplies of toilet paper are always available.  **Washing Facilities**  • Washing facilities to be next to both toilets and changing areas and should include:  (i) basin(s) or sink(s) large enough for people to wash their face, hands and forearms;  (ii) a supply of electrically heated hot and mains cold running water;  (iii) a regular supply of soap and paper towels or dryers.  • Mains water must be used.    *(Consideration should be given in this section to whether shower facilities are required i.e. for asbestos or chemical work).*    • A shower may be used by both men and women so long as it is in a separate, lockable room which can be used by one person at a time.  • For the prevention of Dermatitis, proprietary hand cleansers and protectors must be provided.  **Storing and changing clothing**  • Every site must have arrangements for storing:  (i) Clothing not worn on site (e.g. jackets, training shoes etc.);  (ii) protective clothing needed for site work (e.g. wellington boots, overalls reflective jackets).  • Separate lockers must be provided, although on smaller sites the site office may be a suitable storage area, provided it is kept secure.  • Where there is a risk of protective site clothing contaminating everyday clothing, items should be stored separately.  • Men and women must be able to change separately.  • Arrangements must be made for drying wet site clothing, in a separate heated drying area, used for no other purpose.  **Rest Facilities**  • Provide facilities for taking breaks and meal breaks. The facilities must provide shelter from the wind and rain and be electrically heated and lighted to the standard required by the relevant legislation. No smoking shall be allowed within the rest facilities or separate facilities should be provided for non-smokers.  • The rest facilities should include:  (i) Sink unit and work surface, electrically heated hot water and mains cold water;  (ii) tables and chairs;  (iii) a kettle or urn for boiling water;  (iv) a means for warming up food (for example, electrical heating ring, or microwave oven);  (v) an easily cleaned floor surface and insulated walls.  • Non-smokers must be able to use all the facilities without suffering discomfort from tobacco smoke.  • Do not store plant, equipment or materials in rest areas.  **Drinking Water**  • Ensure that there is a supply of mains drinking water.  • Clearly mark the drinking water supply to prevent it being confused with water which is not fit to drink or hazardous liquids.  • Provide cups or other drinking vessels at the water tap, unless the water is supplied in an upward jet which can be drunk easily ( for example, a drinking fountain).  **Heating**  • Electric heating should be used for safety reasons.  **Artificial Lighting**  • To be mains electric to all welfare facilities, offices etc. | | | | | | |  | |  |  | |  | |
|  | | **Sanitation** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor must provide adequate suitable and proper sanitary accommodation and washing facilities for the use of the Contract Administrator or representatives and the Contractors operatives to the standard required by the Construction (Health, Safety and Welfare) Regulations 1996 for the full duration of the Contract. | | | | | | |  | |  |  | |  | |
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|  | | Wherever practically possible the Contractor must provide mains water, electricity and mains foul water drainage connection. This must be provided before commencement of the works. It is the Contractors responsibility to liaise with the utilities to ensure temporary facilities are in place. | | | | | | |  | |  |  | |  | |
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|  | | **Training and Local Employment Initiatives** | | | | | | |  | |  |  | |  | |
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|  | | It is the policy of the Gentoo to engage the local communities within the Investment Plan process. A major element within this is the training and employment of local people by the Contractor. | | | | | | |  | |  |  | |  | |
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|  | | **Contractors Company Identification Sign Board and Emergency Contact Number** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall supply, fix, maintain and remove on completion, at the Supervising Officer's discretion, a Company Identification, as described above identifying the name and address of the Principal Contractor. The Contractor will also supply to the Supervising Officer an out of hours, 7 day per week, 365 day per year emergency telephone contact number. | | | | | | |  | |  |  | |  | |
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|  | | **Work to or affecting adjoining properties** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall give the Contract Administrator seven clear days’ notice in writing before executing any work to or affecting adjoining properties. | | | | | | |  | |  |  | |  | |
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|  | | **Trespass and Nuisance** | | | | | | |  | |  |  | |  | |
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|  | | All reasonable means and precautions shall be used to avoid inconveniencing adjoining owners and occupiers or any part of the premises which are not affected by the works. No workmen employed on the works shall be allowed to trespass upon adjoining properties. If the execution of the works require that workmen must enter upon adjoining property, the necessary permission shall be first obtained by the Contractor who shall see that these instructions are carried out. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor's employees. The Contractor shall not obstruct any public way or otherwise do or suffer to be done anything which may amount to a nuisance or annoyance, and shall not interfere with the right of way or light to adjoining, and any notice received by him or left upon the sites requiring the discontinuance or suspension of any part of the works shall at once be forwarded by him to the Contract Administrator or, if given verbally, shall at once be communicated by him to the Contract Administrator in writing, and the Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor or his agents, servants or workmen in this respect. | | | | | | |  | |  |  | |  | |
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|  | | No vehicle or heavy plant will be allowed within the curtilage of the dwellings, nor upon any areas of adjoining dwellings. The Contractor shall confine his materials to the vicinity of the dwelling being repaired and shall not encroach on any other land owned by the Group without prior written permission. | | | | | | |  | |  |  | |  | |
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|  | | **Protection of Public and Private Services** | | | | | | |  | |  |  | |  | |
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|  | | Protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables etc., during the execution of the works. The Contractor will be liable for any damage due to any cause within his control and is to pay any charges for making good. | | | | | | |  | |  |  | |  | |
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|  | | The existing drainage system, gas, electric and water service to adjoining premises shall be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption thereof, and shall if necessary provide any temporary support for the same. Any temporary disconnection of the services etc., which may be necessary in connection with the works shall be done at such time as may be directed by the Supervising Officer. | | | | | | |  | |  |  | |  | |
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|  | | **Maintenance of Roads and Footpaths** | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall not, without the written consent of the Authorised Officer cause any interference with the vehicular and pedestrian traffic flow along the public or other roads beyond the site boundaries and shall keep open, to the satisfaction of the Authorised Officer, all rights of way and access routes on and about the site. | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall not make use of any public or other roads or footpaths for deposition of or storing plant, equipment or materials other than such plant, equipment or materials as shall, from time to time, be required for immediate use on the several sections of the work. | | | | | | |  | |  |  | |  | |
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|  | | The Contractor shall be responsible for all damage to roads or streets (whether public or private) footpaths and grassed verges arising out of or in the course of or by reason of the execution of the works. The Contractor shall be responsible at all times for keeping roads or streets immediately adjacent to the site of the works free from mud, dirt, rubbish etc., arising as aforesaid and for the observance of any bye-law or regulation imposed by a competent authority requiring roads or streets to be kept free from mud, dirt, rubbish etc. | | | | | | |  | |  |  | |  | |
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|  | | The Contractor together with the Contract Administrator shall before commencing any works, inspect the existing roads, footpaths and grassed verges for damage and agree the extent thereof. All damage occurring during the contract period and not included on the preliminary inspection will be held to be the Contractor's responsibility and he shall reinstate such damage at his own cost. | | | | | | |  | |  |  | |  | |  |  | |
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|  | | **A51 Nominated Sub-Contractors** | | | | | | |  | |  |  | |  | |  |  | |
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|  | | **A51.1** | | | | | | |  | |  |  | |  | |  |  | |
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|  | | The following sub-contractors must be approached by the Contractor to provide a quotation for re-cladding works only: | | | | | | |  | |  |  | |  | |  |  | |
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|  | | Westdale Services Ltd  Doncaster Road, Askern,  Doncaster, South Yorkshire  DN6 9JD  [Joe.rogers@westdaleservices.co.uk](mailto:Joe.rogers@westdaleservices.co.uk) | | | | | | |  | |  |  | |  | |  |  | |
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|  | | Mitie Property Services UK Ltd  Unit 2, Enterprise Park,  Nelson Industrial Estate, Cramlington,  Northumberland, NE23 1LZ  [Darren.holder@mitie.com](mailto:Darren.holder@mitie.com) | | | | | | |  | |  |  | |  | |  |  | |
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|  | | Thomas Niamh Contracting Ltd  Offices 21&23, RCM Business Centres,  Sandbeds Trading Estate, Dewsbury Road,  Ossett, West Yorkshire, WF5 9ND  [andrew@thomasniamh.com](mailto:andrew@thomasniamh.com) | | | | | | |  | |  |  | |  | |  |  | |
|  | |  | | | | | | |  | |  |  | |  | |  |  | |
|  | | Knowles & Madden Ltd  PO Box 6391, Atherstone,  CV9 9DG  [rob@kandmltd.co.uk](mailto:rob@kandmltd.co.uk) | | | | | | |  | |  |  | |  | |  |  | |
|  | |  | | | | | | |  | |  |  | |  | |  |  | |
|  | | AC Whyte & Co Ltd  6 Boweralls Place  Crossmill Business Park  Barrhead, Glasgow, G78 1BF  [Russell.kennedy@acwhyte.co.uk](mailto:Russell.kennedy@acwhyte.co.uk) | | | | | | |  | |  |  | |  | |  |  | |
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|  | | The above named sub-contractors are all approved by Structherm and one of the above companies **must** be used within the tender submission for re-cladding works. | | | | | | |  | |  |  | |  | |  |  | |
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|  | **BILL No.1** |  |  |  |  |
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|  | **PRELIMINARIES** |  |  |  |  |
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|  | **COLLECTION** |  |  |  |  |
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|  | **Total from Page 1/1** |  |  |  |  |
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|  | **Total from Page 1/2** |  |  |  |  |
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|  | **Total from Page 1/3** |  |  |  |  |
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|  | **Total from Page 1/4** |  |  |  |  |
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|  | **Total from Page 1/5** |  |  |  |  |
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|  | **Total from Page 1/6** |  |  |  |  |
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|  | **Total from Page 1/7** |  |  |  |  |
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|  | **Total from Page 1/8** |  |  |  |  |
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|  | **Total from Page 1/9** |  |  |  |  |
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|  | **Total from Page 1/10** |  |  |  |  |
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|  | **Total from Page 1/11** |  |  |  |  |
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|  | **Total from Page 1/12** |  |  |  |  |
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|  | **Total from Page 1/13** |  |  |  |  |
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|  | **Total from Page 1/14** |  |  |  |  |
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|  | **Total from Page 1/15** |  |  |  |  |
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|  | **Total from Page 1/16** |  |  |  |  |
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|  | **Total from Page 1/17** |  |  |  |  |
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|  | **Total from Page 1/18** |  |  |  |  |
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|  | **Total from Page 1/19** |  |  |  |  |
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|  | **Total from Page 1/20** |  |  |  |  |
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|  | **Total from Page 1/21** |  |  |  |  |
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|  | **Carried Forward £** |  |  |  |  |
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|  | **Brought Forward £** |  |  |  |  |
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|  | **Total from Page 1/22** |  |  |  |  |
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|  | **Total from Page 1/23** |  |  |  |  |
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|  | **Total from Page 1/24** |  |  |  |  |
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|  | **Total from Page 1/26** |  |  |  |  |
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|  | **Total from Page 1/28** |  |  |  |  |
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|  | **Total from Page 1/29** |  |  |  |  |
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|  | **Total from Page 1/31** |  |  |  |  |
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|  | **Total from Page 1/36** |  |  |  |  |
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|  | **Total from Page 1/37** |  |  |  |  |
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|  | **Total from Page 1/38** |  |  |  |  |
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|  | **Total from Page 1/39** |  |  |  |  |
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|  | **Total from Page 1/40** |  |  |  |  |
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|  | **Total of Bill No.1 - Preliminaries carried to Final Summary £** |  |  |  |  |
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