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**THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON**

-and -

[

]

**MINOR WORKS MTC
(LOT 1 – BUILDING FABRIC)**

ORDER CONDITIONS:	Modified City of London Conditions 'C' (Small Works) 2016
SITE:	Various
WORKS:	Minor projects for Building Fabric works
DATE OF COMMENCEMENT:	01 January 2018
TERM:	3 years (with option to extend up to a further 2 years)
MAX. ORDER VALUE:	circ. £250,000
MAX. AGGREGATE VALUE:	£[] (estimate over 3 years. (Not guaranteed)
FILE REF:	FI0533/572/CT/seanxa

SCHEDULE 5: SPECIFICATION

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PART 1 – GENERAL RESPONSIBILITIES

1. Introduction

- 1.1. The City is a corporate body which has a number of private interests but also undertakes local authority functions for the 'Square Mile'.
- 1.2. The City owns or manages a large number of properties both within the square mile and further afield but mostly within the M25. The sites vary in style, age, condition and use.
- 1.3. The City's varied services range from the upkeep of 10,000 acres of open spaces much of which is located outside the City such as Epping Forest and Hampstead Heath, to the management of the Barbican Centre. As well as providing the usual local authority services such as housing, waste management, education, social services, environmental health, and town planning, it also has responsibility for the City of London Police and the Central Criminal Court at the Old Bailey. It provides five River Thames bridges; runs four markets, and is a Port Health Authority. The City also owns and manages substantial commercial and property holdings, and maintains the City's highways.
- 1.4. The City's residential population is approximately 6,000 with a daytime population of 290,000 (approx.). It has unique service requirements, some extending beyond the City boundaries, which clearly marks it out from other local authorities. In addition the City provides services for a number of outside agencies.

2. Purpose

This Agreement will be used by various technical divisions of the City to deliver a range of cyclical replacement, refurbishment and improvement projects throughout the year.

3. Service Requirement

Orders under this Agreement will deliver projects that are predominately for building fabric with a limited amount of associated mechanical & electrical alterations, remedial works and reconnection works. To assist tenderers understanding of the City's likely needs; based on previous experience (although there is no guarantee of the future demand) much of the work has consisted of: general external cyclical maintenance, internal refurbishment and thus trades such as scaffolding, masonry, roofing, carpentry, plumbing, decorations, floor finishes etc. are commonly used whereas new construction works, have been infrequently called upon.

The value of any individual Order is limited to £250,000 (excluding VAT). Orders are not expected to involve complexity and risk allocation otherwise associated with the co-ordination of multiple packages of work to a contracted programme on a project delivery basis.

Orders of a value less than £3,000 ("**Low Value Orders**") are generally not expected to be issued under this Agreement, except in the following limited circumstances:

- for Initial surveys, investigation and opening up works prior to a more extensive Order. Such work will inform the design and project development. Such works also give an opportunity for the Contractor to be aware of the planned work and to contribute to the design solution. The initial works are sufficiently separate from the more extensive Order, i.e. a single order for both the initial and substantive work would not be appropriate; and

- for follow on work in situations where an Order has recently been completed and additional associated works are subsequently required.

Low Value Orders will **not** generally be issued for:

- reactive or planned maintenance; or
- work of low value not relating to larger works, which is covered by other supply arrangements or procurement rules imposed by the City's own regulations.

4. The National Schedule of Rates (NSR)

The NSR will apply, as follows:

- Building Works - Parts 1&2
- Mechanical Services in buildings - Parts 1&2
- Electrical Services in Buildings - Parts 1&2

The Contractor has offered a composite percentage "A" for all sections of the NSR (part 1 & part 2) rather than on a section by section basis (see **Schedule 7** (Contractor's Tender)).

The composite percentage represents the most the City will be charged under this Agreement for the activities covered by the NSR.

5. Complaints and Compliments

Any and all complaints are to be dealt with in an efficient, timely and amicable manner. It would be expected that complaints are dealt with at Senior Management level, however, both parties shall provide an escalation procedure should either party deem it necessary or feel that the complaint had not been dealt with appropriately.

6. Contract cost reduction initiatives

Working collaboratively during the term of the Agreement, the Contractor and the City may seek to identify opportunities for further discounts or price reductions to be applied to some or all rates, or some or all Orders in order to reflect economies of scale or other efficiencies. The ways in which those further savings may be applied include, but are not limited to:

- a given activity on the NSR for the remainder of the Term;
- a single Order to be issued; or
- a group of Orders to be issued simultaneously, or to an agreed programme for delivery of a common activity.

The extent to which additional savings and efficiencies are identified will be considered periodically as part of strategic Review Meetings.

7. Asbestos

- 7.1. **Asbestos Register.** All available asbestos records for the City's properties are held on Micad and can be accessed via the Micad Portal on the internet at <https://col2portal.micadipr.net>. New users can self-register for access via this link. Prior to commencing work under any Order, the Contractor must check and take into consideration the latest asbestos data available via the Micad Portal.
- 7.2. **Encountering Asbestos.** The City takes such steps as are possible in the circumstances to identify the location of, and where it is likely to be affected by the intended work, removal of, asbestos building products prior to the commencement of an Order. However, given the wide

use of this material in the past, it is not possible to categorically exclude from any Works in all of the City's properties the possibility of inadvertent discovery or disturbance of the material. The Contractor is, therefore, to ensure that if any material thought to contain asbestos is discovered, it is not disturbed. The Contractor is also required to contact the site contact and the Supervising Officer, immediately, if the suspect asbestos could have any impact on planned works.

Should disturbance have taken place, work is to stop and the vicinity cleared of persons. If possible, the affected area should be secured. The Site contact is to be informed straightaway of any discovery or disturbance. Subsequent identification, analysis, removal and clearance (if necessary) will be carried out in accordance with legislation and the City's health and safety policy.

In certain circumstances it may be legally possible for competent contractors to undertake minor unlicensed work with asbestos materials under controlled conditions, however, on the City's properties this is only permissible with the prior Approval of the Supervising Officer.

8. Sufficiency of Specification

- 8.1. Many of the descriptions in the chargeable rates categories are brief and intended to be sufficient for the understanding of contractors experienced in these classes of work. They are generally supported by more complete specification material. Unless expressly stated otherwise.
- The descriptions are intended in all cases to cover completed works of repair and renewal. The City's policy in respect of completion is:
 - for external and common area elements of buildings – completion to full decorated finish; and
 - for internal areas of tenanted dwellings restoration of full decoration to match existing as far as practicable.
 - As applicable the renewal or replacement of any item is deemed to include the removal and disposal of the original.
 - The rates in all cases include for clearing rubbish, debris, packaging and the like and all necessary cleaning to leave the premises in a clear and clean condition.
 - Notwithstanding any insufficiency in specification all work shall comply with relevant standards and regulations and must be undertaken using good and appropriate standards of materials and workmanship.
 - In the particular cases of kitchens, bathrooms and like work the descriptions are deemed to include all that is necessary to complete the Works. For examples, kitchens are deemed to include jointing work surfaces, fitting trims and seals, providing pylon supports, closing floor finishes at thresholds.
 - All preparatory or concomitant work is included. For example a hot water cylinder repair or replacement may require the draining down of the system. That work and refilling bleeding and testing the system is deemed to be included in the main repair or replacement item.
- 8.2. If there is doubt about the intent or meaning in relation to any item the Contractor is to assume inclusion rather than exclusion. The Contractor may request clarification of schedule items in this regard but the City expects the Contractor to have sufficient experience to limit the need for such enquiries.

PART 2 – RESPONSIBLE PROCUREMENT

9. Responsible Procurement

- 9.1. The Contractor is required to join the City's Considerate Contractor Scheme:
<https://www.cityoflondon.gov.uk/services/transport-and-streets/roads-highways-and-pavements/Pages/Considerate-Contractor-and-Considerate-Contractor-Streetworks-Scheme.aspx>
and to hold a relevant, up-to-date Safety Schemes in Procurement (SSIP) accreditation.
- 9.2. When working in the City of London, the Contractor is required to comply with the City's Code of Practice for Construction and Demolition:
<https://www.cityoflondon.gov.uk/business/environmental-health/environmental-protection/Pages/Construction-.aspx>
- 9.3. Not later than the Commencement Date (if it has not done so already), the Contractor must register with the [Fleet Operator Recognition Scheme \(FORS\)](#)¹, or be registered with an alternative scheme which in the reasonable opinion of the City is an acceptable equivalent to FORS (an 'Alternative Scheme') and:
- 9.3.1 Within three months of Commencement Date, the Contractor must have achieved FORS Bronze accreditation or a level of accreditation under the Alternative Scheme, which in the reasonable opinion of the City is an acceptable equivalent to FORS Bronze accreditation.
- 9.3.2 Within eighteen months of contract commencement, the Contractor must have achieved FORS Silver accreditation or a level of accreditation under the Alternative Scheme, which in the reasonable opinion of the City is an acceptable equivalent to FORS Silver accreditation.
- 9.3.3 The Contractor must ensure that its sub-contractors and suppliers of any tier engaged in connection with works under any Order are also required to comply with the preceding requirements of this paragraph 9.3.
- 9.4. As part of London Low Emission Zone for non-road mobile machinery (NRMM), any works involving NRMM used for more than 30 days with net power between 37kw and 560kw is required to meet stage IIIB of EU Directive 97/68/EC (i.e. Euro IIIB):
<https://nrmm.london/nrmm/legislation>

¹ <https://www.fors-online.org.uk/cms/>

- 9.5. The Contractor must ensure that existing habitats that support biodiversity are not degraded. Species targeted in the City of London Biodiversity Action Plan (BAP) include House Sparrows, Black Redstarts, Swifts, Peregrine Falcons, Bats, Bumblebees and Stag Beetles. Other important habitats are those that are unique to the City, supporting e.g. wall-dwelling species such as mosses and lichens.
- 9.6 The Contractor must make all reasonable endeavours to ensure that high risk materials used as part of this contract will be sourced through supply chains that adhere to International Labour Organisation (ILO) Fundamental Conventions:
<http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>²
- 9.7. The Contractor must adhere to the Government Buying Standards ‘Mandatory’ criteria for all relevant product categories): <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

For ease of reference, those Government Buying Standards deemed most relevant to this contract can be found in the table below:

Windows ³	<p>Energy rating</p> <ul style="list-style-type: none"> • Must have an Energy Rating label of A or better under British Fenestration Rating Council’s Window Energy rating BFRC. <p>Frames</p> <ul style="list-style-type: none"> • Frames Timber frames must comply with the GBS mandatory standards for wood products.
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² Note: High risk products in terms of forced and/or child labour include; bricks, steel, iron, nails, locks, glass, ceramics, timber, gypsum, sand, cement, gravel, granite, limestone and other natural stone products.

³ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482123/gbs-windows-2015.pdf

Sustainable wood products ⁴	<p>Timber must be purchased in accordance with UK Timber Procurement Policy ⁵i.e. only timber and timber products with the following origins can be purchased:</p> <ul style="list-style-type: none"> • independently verified legal and sustainable sources or • timber from a licensed Forest Law Enforcement Governance and Trade (FLEGT) partner • Recycled timber is also accepted.
Paints and varnishes ⁶	<ul style="list-style-type: none"> • Wall paints must have a 'Low' VOC content of less than 8% • All other paints and coatings (e.g. varnishes) must have a 'Medium' VOC content of less than 25%

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https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/339920/GOV.UK_GBS_for_wood_products.pdf

⁵ <https://www.gov.uk/government/collections/cpet-resources-for-government-procurers-suppliers-and-businesses#timber-procurement-policy-publications-and-guidance>

⁶ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482118/gbs-paints-varnishes-2015.pdf

<p>Lamps ⁷</p>	<p>EU Energy Labels must be at least the following:</p> <ul style="list-style-type: none"> • Compact fluorescent lamps: class A. • Pin based compact fluorescent: class A. <p>White Light emitting diode lamps:</p> <ul style="list-style-type: none"> • Must be at least A+ rated. • Must use no more than 25% of the power of the lamp they are replacing (i.e. if reflector halogen lamps), with less than 5% loss of total light output. <p>Other lamps:</p> <ul style="list-style-type: none"> • High pressure sodium lamps should be 'plus' types • Metal halide lamps should be 'ceramic' types and low-pressure • Sodium lamps should be 'Eco' types • High-pressure mercury lamps should be replaced with high-pressure sodium 'H' types or metal halide lamps where appropriate. <p>Double headed light bulbs:</p> <ul style="list-style-type: none"> • Must have T5 or T8 triphosphor fluorescent tubes EU Energy Label class A+ unless colour rendering index greater than 90 is required.
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⁷ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482114/gbs-lamps-2015.pdf

<p><u>Lighting systems</u>⁸</p>	<p>Average total system efficacy must exceed 57 luminaire-lumens per circuit watt for office, storage, industrial, classroom and exterior systems. <i>This is the amount of light emitted by the entire lighting system, divided by the power consumed by the lamp(s) and any control gear.</i></p> <ul style="list-style-type: none"> • Residential applications, the average total system efficacy should exceed 30 luminaire-lumens per circuit watt. • Amenity, accent and display lighting, the average should exceed 35 luminaire-lumens per circuit watt
<p><u>Taps, showers and urinals</u>⁹</p>	<p>Kitchen taps:</p> <ul style="list-style-type: none"> • Flow rates must be between 4 to 6 litres/minute with all mixers having a clear indication of hot and cold with hot tap or lever position to the left. • Non flow rate elements shall meet the <u>Enhanced Capital Allowance Scheme (ECA) Water Technology List</u> criteria.¹⁰ <p>Bathroom automatic taps and sprays:</p> <ul style="list-style-type: none"> • Flow rates of up to 6 litre/minute (<u>European Water Label</u> (EWL) green band)¹¹ • Non flow rate elements shall meet the ECA Water Technology List criteria.

⁸ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482115/gbs-lighting-control-2015.pdf

⁹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482126/gbs-taps-automatic-sprays-showers-urinal-2015.pdf

¹⁰ <http://www.watertechnologylist.co.uk/>

¹¹ <http://www.europeanwaterlabel.eu/>

	<p>Showers</p> <ul style="list-style-type: none"> Flow rates 6 litres/minute (EWL green band) <p>Urinals</p> <ul style="list-style-type: none"> Waterless urinals (odour controlled air vacuum units or biodegradable materials; no chemical components), or 1.5 litre/flush user sensor, or <10 litre/hour max auto control flush. Choice of flush type to be determined based on user numbers. Minimum volume per hour to be chosen (AECB 'Good Practice').¹² Non flush related elements shall meet the ECA Water Technology List criteria.
Air conditioning units ¹³	<ul style="list-style-type: none"> Units <12kW must have at least Household Air Conditioners Energy Efficiency Class A++ Units from 12kW to 17 kW must have at least an Energy Efficiency Ratio (EER) of 3.37, as in the Energy Star Scheme.
Central heating ¹⁴	<p>Systems must meet the Central Heating Systems Specifications (CHeSS) 2008 HR8 or HC8 criteria¹⁵</p>

¹² http://www.aecb.net/wp-content/uploads/2013/02/1503_AECB_Water_Vol_1_V3.pdf

¹³ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482111/gbs-air-conditioners-2015.pdf

¹⁴ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/339905/GOV.UK_GBS_for_central_heating_Systems_1407.pdf

¹⁵ <http://bpec.org.uk/downloads/CE51%20CHeSS%20WEB%20FINAL%20JULY%2008.pdf>

Combined heat and power ¹⁶	<p>CHP Total Power Capacity (CHPtpc) < 500kWe:</p> <ul style="list-style-type: none"> • No in-built facility to dump heat • Only include a single prime mover • One main heat output system, <i>e.g. a single system recovering heat from the engine cooling systems and exhaust gases in the case of a reciprocating engine</i>
Condensing units ¹⁷	<p>As in the criteria of the Government's Enhanced Capital Allowances scheme,¹⁸ units must have a coefficient of performance (COP) of better than:</p> <ul style="list-style-type: none"> • 1.6 at a low temperature • 2.8 at a medium temperature • 3.9 at a high temperature
Domestic gas boilers ¹⁹	<p>Minimum Energy Efficient Ratings according to 'Seasonal Efficiency of Domestic Boilers in the UK'²⁰:</p> <ul style="list-style-type: none"> • At least 88% for natural gas boilers • At least 90% for LPG boilers

¹⁶

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/339906/GOV.UK_GBS_for_Combined_Heat_and_Power.pdf

¹⁷ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482112/gbs-condensing_units-2015.pdf

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https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/385510/2012_Air_cooled_condensing_units.pdf

¹⁹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482113/gbs-domestic-gas-boilers-2015.pdf

²⁰ <http://www.homeheatingguide.co.uk/sedbuk-rating.html>

Non-domestic boilers ²¹	Must meet the eligibility criteria specified in the Energy Technology Criteria List (ETCL) . ²²
Rainwater harvesting equipment ²³	All monitoring and control equipment, rainwater filtration equipment and storage vessels must meet the criteria of the Government's Enhanced Capital Allowance Scheme ²⁴ for energy saving technologies

²¹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482116/gbs-non-domestic_boilers-2015.pdf

²² <https://www.gov.uk/government/collections/energy-technology-criteria-list-etcl-information-by-categories>

²³ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482119/gbs-rain-water-harvesting-equipment-2015.pdf

²⁴ <https://www.gov.uk/government/publications/enhanced-capital-allowance-scheme-for-energy-saving-technologies>

PART 3 – PRELIMINARIES

1.1 Health and Safety

1.1.1 The Contractor will appoint (and notify to the Supervising Officer) the name of a member of its staff ("**the Contractor's Safety Officer**") who is or will be employed full time on the Works to oversee and carry out the Contractor's obligations in relation to health and safety, including the City's general policy for Health and Safety.

1.1.2 Where applicable, the City has appointed the person named in the Order to be the Principal Designer for the purposes of the Construction (Design and Management) Regulations 2015 ("**CDM Regulations**").

1.1.3 The City will be entitled to appoint a person ("**the Safety Officer**") who will (either in person or by an authorised representative) at all times be given access to the Works and Workshops or other places under control of the Contractor connected with the Works where work is to be prepared for the Order. When work is to be so prepared in Workshops or other places of a sub-contractor the Contractor will by a term in the sub-contract so far as possible secure a similar right of access to those Workshops or places for the Safety Officer (either in person or by an authorised representatives) and will do all things reasonably necessary to make such right effective. The Contractor's Safety Officer will owe to the City the following specific duties and obligations to:

- a) be available for consultation at the Safety Officer's request;
- b) provide details of any activity upon which the Contractor will be engaged for performance of the Works or at any place of work including any Workshop or other place;
- c) provide information as to safety measures taken by the Contractor or any sub-contractor and any measure taken in recognition and compliance with the Safety Requirements, from the Safety Officer and in particular as to scaffolding, plant, temporary Works and other matters as the Safety Officer may require.

1.1.4 In the event of the Safety Officer being of the opinion that any activity being carried on or about to be carried on (whether by or under control of the Contractor or any sub-contractor or their respective servants or agents), or otherwise contrary to the safety requirements and constitutes an immediate hazard or threat to life, or is likely to cause injury to any person, the City's Safety Officer may serve a Notice requiring the immediate cessation of such activity (a "**Prohibition Notice**") until such time as the said hazard, threat or likelihood thereof is, to the reasonable satisfaction of the City's Safety Officer abated or removed. The City's Safety Officer may issue and serve a "**Withdrawal of Prohibition Notice**".

1.1.5 References in these Preliminaries to any Act of Parliament, Order, Regulation, Statutory Instrument, byelaw, EU Directive or Regulation or other binding rule, will include reference to any amendment or re-enactment of these.

1.2 CDM Regulations

1.2.1 In this Appendix the terms "Principal Designer" "Principal Contractor", "health and safety file", "construction phase plan" and "pre-construction information" have the meanings ascribed to them in the CDM Regulations.

- 1.2.2 The Contractor must comply with the CDM Regulations. Unless the Order indicates otherwise, the Contractor is appointed by the City in the capacity of “Principal Contractor” for the purposes of the CDM Regulations.

1.3 **Construction Phase Plan**

- 1.3.1 The Principal Designer must be advised immediately of all subsequent changes to the construction phase plan. The Principal Designer will be required to comment on the changes where it affects the construction or design. Where the Principal Contractor wishes to change the substance of the construction phase plan, this will need agreement by the Principal Designer.

- 1.3.2 The procedure for raising design changes and the timescale for discussion/comment will be stated in the Principal Contractor's construction phase plan.

- 1.3.3 It should be noted that design changes include any changes to the sequence of work and any design of temporary works which impinge on permanent works.

- 1.3.4 The Principal Contractor will allow sufficient time within the programme to ensure any design change(s) can be appraised from a health and safety point of view before incorporation into the Works.

- 1.3.5 The Principal Contractor will provide all necessary information to the Principal Designer to enable the Principal Designer to prepare a Health and Safety File. The information will be provided progressively throughout the execution of the Works and will be completed by the date of practical completion of the Works in accordance the Conditions. The information provided to the Principal Designer should include, but not be limited to, all information which will assist persons carrying out construction/maintenance work on the structure at any time after practical completion of the Works in accordance with the Conditions.

note: The Supervising Officer may withhold certification of practical completion where in the opinion of the Supervising Officer all relevant information has not been provided.

- 1.3.6 The Contractor will allow here for all costs in connection with the above taking into account the pre-construction information.

1.4 **Maintenance Handover**

- 1.4.1 In addition to O&M manuals, as built drawings, certificates and other documents called for in the specification for works, the Contractor will update the City's register of maintainable assets with any changes to that register resulting from the Works. The Supervising Officer will provide the Contractor with the relevant asset register for updating. Information required includes asset description, location, manufacturer, make/model, serial number, date of install, date of warranty expiry, expected service life and replacement cost.

- 1.4.2. The Contractor will allow to attend to brief the City's maintainers, facilities managers and building operators on operating and maintenance requirements for equipment installed as part of the Works.

1.5 **Description of the Site**

- 1.5.1 The description of the Site and details of any site investigations are given in the Order.

1.5.2 The Contractor will be required to carry out the Works within an occupied building, without hindering the occupants. The Contractor is responsible for making its own arrangements for access for its workmen and those of all sub-contractors, for the delivery and accommodation of all materials, plant and other facilities required to carry out the Works.

1.5.3 All arrangements will be by prior agreement with the Supervising Officer and must include for all costs so incurred which will be the Contractor's liability.

1.6 **Visiting the Site**

1.6.1 The Contractor will visit the Site and make itself acquainted with all matters related to carrying out the Works. No claims arising from failure to do so will be considered. Arrangements to visit the site should be made only with the person named for that purpose in the Order and not with any other person or persons.

1.6.2 Access for inspection can be obtained Monday to Friday during normal working hours by contacting the person named for that purpose in the Order.

1.7 **Contract Drawings**

1.7.1 The Contract Drawings are as listed in the Order.

1.7.2 The Contractor must not scale the drawings nor rely upon them for taking dimensions and quantities. They should be treated as being for information only. The extent of the Works must be determined by site inspection and measurement.

1.7.3 The Contractor will be deemed to have inspected all drawings and to have ascertained and be fully cognizant of the extent of the Works.

1.8 **Specification**

1.8.1 The Specification is to be priced using the relevant National Schedule of Rates subject to the NSR Adjustments set out in the Contractor's Tender (**Schedule 7**).

1.8.2 No addition, deletion or alteration is to be made to the Specification without written instructions from the Supervising Officer.

1.9 **Prime Cost Sums (Works)**

1.9.1 All works by Public and Statutory bodies will be covered by Prime Cost Sums. All accounts for such work will be deemed to be strictly nett and no discount adjustment will be allowed.

1.9.2 Works by Named Specialist Sub-Contractors (if any) are covered by Prime Cost Sums.

1.9.3 The item of "general attendance " following such Prime Cost Sums will be deemed to include the use of Contractor's temporary paving and paths, standing scaffolding, standing power-operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the sub-contractor's own offices and for the storage of plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities.

1.9.4 Other items of attendance where required are shown separately following the Prime Cost Sums.

1.9.5 Prime Cost Sums are to be taken as being exclusive of overheads, profit and attendance as detailed in Section A of the NSR Adjustments. Failure to include such sums in Table 3 will be taken as the Contractor not requiring any additional costs for overheads, profit or attendance.

1.10 **Prime Cost Sums (Goods and Materials)**

1.10.1 The percentage addition for specified materials obtained from Named Suppliers (if any) is to be taken as detailed in Section A of the NSR Adjustments. Failure to include such sum in Table 3 will be taken as the Contractor not requiring any percentage additional cost for specified materials obtained from Named Suppliers (if any).

1.10.2 Unloading storing hoisting and returning packing materials carries paid and obtaining any relevant credits are deemed to be included with the items for fixing.

1.11 **Technical Specifications & Standards for Works**

1.11.1 Where the terms 'BS', 'British Standard Specification', 'BCP', or 'British Standard Code of Practice' are used in the specification or descriptions which follow they will be deemed to include any UK standards implementing European standards where they exist. Conformity with other national standards offering equivalent guarantees to UK standards will also be acceptable provided that written notice is given to the Supervising Officer before completion of the Order.

1.11.2 The Contractor is to use only materials complying with British Standard Specifications (or their European equivalents) or where none is appropriate of a standard approved by the Supervising Officer.

1.11.3 All materials and workmanship are to conform with the standards specified in the Specification and all other relevant Codes of Practice, British Standards and European Codes not specifically mentioned in the Specification.

1.12. **Equivalent Products**

1.12.1 Where the specification, by use of the words 'or equivalent', 'or other equal and approved', or similar term permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product the Contractor will submit for approval documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance. Any submitted foreign language documents must be accompanied by certified translations into English.

1.13. **Method Statement**

1.13.1 The Contractor is required to submit a Method Statement prior to commencing the Works which indicates how the Contractor proposes to undertake the work.

1.14 **Order of Execution**

Unless the Order states otherwise, there is no specific order of execution of the Works.

2. CONDITIONS OF CONTRACT

2.1 The “**Conditions**” are as set out in **Schedule 4** of this Agreement.

2.2 The Contractor will be deemed to have included in the NSR Adjustments for full compliance with all clauses of the, including all amplifications, deletions and amendments in the Order.

3. FACILITIES OBLIGATIONS AND RESTRICTIONS

3.1 Possession of the Site

3.1.1 The site will be available for the use of the Contractor from the Date for Possession of the Works as stated in the Order.

3.2 Programme

3.2.1 When requested and before commencement of the Works the Contractor is to prepare and submit to the Supervising Officer a detailed programme for the execution of the Works.

3.2.2 Approval in principle by the Supervising Officer will not absolve the Contractor from its responsibility to programme and progress the Works properly. The Contractor is to ensure that the progress of the Works is planned and controlled in such a way that the Works are completed within the period for their completion required under the Order or within any extended time fixed under Conditions. The programme is to be updated and resubmitted if the Works become delayed for any reasons, the updating to take account of all known delays and extended times for completion which have been granted.

3.3 Working Hours

3.3.2 Quiet Enjoyment and Disruptive Working

In order to prevent nuisance to occupants caused by noise, dust, dirt or nuisance restrictions are imposed upon the Contractor such that operations labelled in the Schedule of Works as “DISRUPTIVE” must only be carried out outside the tenants' hours of quiet enjoyment of 08.00hrs to 19.00hrs Monday to Friday and 08.00hrs to 13.00hrs Saturdays.

3.3.3 The phrase “**Hours of quiet enjoyment**” is to mean the occupants of the building can have free access and use of the building without disturbance from noise, dust, dirt, nuisance etc. arising from the Works.

3.3.4 Where an operation becomes disruptive and was not originally so labelled, the Contractor may be instructed to move the operation to out of hours working. In such cases the extra cost of Works instructed as “**out of hours**” will be valued on a percentage increase to the NSR rate for that item for the remainder of Works at the time instructed. The percentage increase is to be as detailed in Section A of the NSR Adjustments. Failure to include such sum in Table 1 will be taken as the Contractor not requiring any percentage additional cost for out of hours working.

The nominated percentage must take into account that materials and plant as well as labour are included in the items, and include all consequential costs and also the cost of the changeover (i.e. all lost non-productive time when the Works were stopped).

3.3.5 Limitation of Working Hours

- a) Work will be restricted to normal working hours (i.e. between 08.00 hrs to 18.00 hrs Monday to Friday with the following exception:
 - i) All Works labelled as DISRUPTIVE in the Schedule of Works must be undertaken outside of the hours of quiet enjoyment.
- b) The City will also consider requests for work which the Contractor wishes for its own reasons to undertake outside of normal working hours subject to the following conditions:
 - i) Prior arrangements being made with the building occupiers for the execution of work outside normal hours and receipt of their agreement accordingly;
 - ii) Prior agreement is given by the Supervising Officer, in writing; and
 - iii) Unless instructed by the Supervising Officer, no extra cost for this type of out of normal hours working will be incurred by the City.
- c) Notice of all out of hours work of any kind must be requested in writing a minimum of 48 hours in advance on the City's *"Request For Out of Hours Work"* form in order that security cover can be arranged.

3.3.6 Limitation of Working Hours (Night working)

In order to prevent nuisance to occupants caused by noise, dust, dirt or nuisance restrictions are imposed upon the Contractor such that operations labelled in the Schedule of Works as "NIGHT WORK" will be restricted to Monday to Friday nights (19:00 hours to 06:00 hours) and at weekends by special request (13:00 hours to 18:00 hours on Saturday and 08:00 hours to 18:00 hours on Sunday) for all trades except those labelled as Quiet operations in work description headings.

- a) **"Quiet operations"** may be undertaken during normal working hours (i.e. between 08:00 and 18:00 hours) Monday to Friday should the Contractor so choose.
- b) The City will permit weekend working subject to the following conditions:
 - i) Prior arrangements being made with the building occupiers for the execution of work outside normal hours and receipt of their agreement accordingly;
 - ii) Prior agreement is given by the Supervising Officer; and
 - iii) Unless instructed by the Supervising Officer, no extra cost for this type of out of normal hours working will be incurred by the City.

Such requests may be refused at the Supervising Officer's discretion but access will not unreasonably be refused.

- c) Notice of all out of hours work of any kind must be requested in writing a minimum of 48 hours in advance on the City's *"Request for out of hours work form"* in order that security cover can be arranged.

3.4 **Execution of the Works**

3.4.1 The Contractor will provide everything necessary for the full and proper execution of the Works according to the true meaning and intent of the Contract Drawings and Specification, including:

- a) Plant, tools and vehicles and all equipment.
- b) General scaffolding.

Including designing the scaffolding to suit the particular requirements of the site or the Works. If the Contractor strikes any scaffolding before ascertaining whether it is required for any sub-contractor, the Contractor must re-erect it at its own expense. All scaffolding, decking, ladders and the like to comply with BS EN12811-1:2003 and local requirements.

The Contractor is to take all appropriate measures to ensure the security and safety of scaffolding, ladders, trestles and the like.

- c) External scaffolding.

The form of scaffolding provided must be:

- conventional independent metal tube scaffolding with properly boarded working platforms;
- prefabricated metal tube towers; and
- electrically operated cradles. Manually hoisted and controlled cradles will not be permitted.

The Contractor must provide all necessary ladders, staging, scaffolding, or other suitable access to all elevations, surfaces etc. as required for the proper execution and completion of the Works as described, and for safe and secure access to the location of the Works for men and materials. Access will not be available through any of the tenanted areas. Scaffolding must only be erected by Sub-Contractors who are either registered members of the National Association of Scaffolding Contractors, or comply with all the following, or both:

- i) when erected within the City of London the requirements of the current edition of *"Guidance Notes for Activities on the Public Highway in the City of London"* as issued by the City Surveyor, City of London, Guildhall, London, EC2P 2EJ. The Contractor is reminded that some Works may well have to be undertaken out of hours;
- ii) where scaffolding is erected outside the administrative area of the City of London it must comply with the relevant local authority's requirements;
- iii) all scaffolding lifts are to be at least four boards in width and fully boarded. Ladders are to be secured to the scaffolding, and when scaffolding is not in use, the bottom ladder is to be removed and stored in a safe area to prevent unauthorised use;

- iv) The provision of all scaffolding and fans must comply with HS (G) 151 *"Protecting the Public – Your Next Move"*.

All forms of scaffolding must have debris netting properly fixed to elevations that face over or are adjacent to the public highway and to elevations listed below so as to prevent the risk from falling objects.

Projecting boarded fans must be fitted the full length of the elevations

The Supervising Officer is to be consulted and advised of the dates and duration for erection and any alterations.

Scaffold beams must be installed above shop fascias to span shop fronts and the number of supports should be kept to the minimum. The spacing and placement of the uprights is to be agreed with the Supervising Officer. Every endeavour is to be made to prevent obscuring shop signage, names, and access to the building.

The Contractor must provide a copy of the *"Handover Certificate"* from the scaffolding Sub-contractor to the Supervising Officer before commencing work on the scaffold and after every substantial alteration.

A suitably qualified nominated person (or persons) is to inspect the scaffold:

- i) weekly
- ii) whenever it is altered in any way

A book entitled *"Scaffold - Inspection Register"* is to be maintained on site and record all dates, nature and extent of scaffold Works and all inspections.

Standards are not to be erected on overhanging cornices under any circumstances. If scaffold is erected in this manner it will not be accepted and will have to be taken down and re-erected.

Means of access onto the scaffold is to be removed every night and whenever operatives are not on site and returned every morning.

Erect a 2.44m high hoarding around all gantry standards placed upon the public footpath and paint and light as required by the local authority.

No scaffold tubing or fittings are to be taken through the building without prior agreement and consent or stored on site. It is to be erected straight from the lorry (or within 24 hours) and is to be removed immediately upon being struck. Tubing left on site may be removed by the Supervising Officer and all costs in connection therewith contra charged to the Contractor. In this event the Contractor will have to make its own collection arrangements from the City Depot.

Internal scaffolding/access

Allow for all necessary internal bandstands 'hop-ups', scaffolding, access, platforms, raised boarding etc. as necessary for the Works.

Scaffold Alarm

The Contractor will be required to alarm external sections of scaffold. The alarm is to be installed to the scaffolding and fully operational by the end of the working day that the bottom lift is started.

Supply and install halogen lights which will switch on automatically in the event of an alarm. Lights to be at 10m centres max and a minimum of 2 No.

Provide an automatic bell or siren cut off and automatic rearming to accord with legal requirements. The alarm is to be proofed against false alarms.

The alarm is to be run to a separate temporary control panel in an agreed location which must have a battery back-up with local bell with cut off and re-arm. Alarm to be set whenever contractor is not present on site. The Contractor is also known as the key holder, for the purposes of this document, and a contact number and name must be provided to the Supervising Officer before the commencement of the Works at pre-contract stage.

The system is to be linked to an auto dialler to a manned response service, or to the Contractor's emergency number. Upon alarm activation the central office/Contractor must arrange an immediate site visit by the Contractor's representative to ascertain the nature of the activation. If, and only if, the activation is caused by a break-in by a third party, will the Contractor telephone the Police and the Supervising Officer, on their Emergency Telephone No. which will be provided to the successful contractor at the Pre-Contract Meeting. The Contractor will deactivate the alarm. A written report must be provided to the Supervising Officer the day following the activation.

Any costs incurred by the City due to the Contractor not attending the activation in a reasonable time will be met by the Contractor and deducted from any money owing, or that becomes due to the Contractor from the City under the Order or any other contract that the City may have, from time to time, with the Contractor.

Allow to return to dismantle and re-erect the alarm as necessary if the scaffold is adapted, or rolls around the building.

Include to supply, install, test and commission all equipment.

Erect a sign giving the emergency name and contact number of the Key holder. Notify the Police of the Key holder's emergency number.

On completion clear all away and make good disturbed or damaged surfaces.

- d) Site administration.
- e) Security.
- f) Transport for workpeople.
- g) Protecting the Works from adverse weather conditions.

In particular, it is important that protection is provided to prevent the ingress of

water into offices or other accommodation at upper floor levels during the course of roofing Works, if any. At the end of each working day the Contractor must ensure that such protection has been provided as necessary.

h) Water for the Works

The Contractor will be allowed reasonable use of water for the Works but must allow for making all arrangements for temporary connection to water mains and providing temporary arrangements for storing and distributing about the site, maintaining and making good on completion. The Contractor will submit to the Supervising Officer for approval the proposals for siting temporary storage and distribution facilities before putting such work in hand.

The Contractor is to allow for any charges required by the Thames Water Authority or any other water utility for use of water by the Contractor.

i) Lighting and power for the Works.

The Contractor will be allowed reasonable use of electricity for lighting and power for the Works but must allow for making all arrangements for the temporary supply and distribution about the site, maintaining and adapting as necessary, removing and making good on completion.

j) The Contractor is to allow for any charges required by the Electricity Board as a result of electricity use by the Contractor.

k) Temporary accommodation for the use of the Contractor.

The Contractor is to allow for providing temporary site accommodation and sanitary facilities as required, and will include for maintaining, removing and making good on completion. The Contractor's accommodation will be sited as directed by the Supervising Officer.

l) Temporary telephone for use of the Contractor.

i) The Contractor must allow for making all arrangements for the temporary supply and use of a telephone, removing and making good on completion.

ii) The Contractor is to provide its foreman with a mobile phone or a land link phone at all times during the Works and to pay all charges in connection with it. Use of the existing landline phones by the Contractor or its operatives will not be permitted.

m) Traffic regulations.

The Contractor must take account of all restrictions which may be imposed by current traffic regulations and the Contractor is to obtain all necessary permits and permission for the delivery, loading and unloading of goods and materials.

n) Safety, Health and Welfare of Workpeople.

The Contractor must also provide as necessary all protective clothing and headwear

for the Supervising Officer and City representatives. The Contractor is to submit to the Supervising Officer a copy of the Contractor's Health and Safety policy and all relevant information required in connection with the policy.

The Contractor's attention is drawn to the "*Guide to Protecting the Public during Scaffolding/Construction Works*" issued by the Health and Safety Section of the City's Personnel and Management Services Department. The Contractor will be deemed to have included for compliance with this document.

- o) Disbursements arising from the employment of workpeople.
- p) Maintenance of public and private roads, paths and pavings, etc, including keeping all surfaces clear of mud and debris.
- q) Removing rubbish, protective casings and coverings and cleaning the Works on completion.

The Contractor's attention is drawn to the controlled waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991.

note: the Contractor will upon request at any time provide copies of any permits required under such Regulations to the Supervising Officer

note: The playing of portable radios, tape recorders and the like by the Contractor's operatives will be strictly prohibited.

- r) Fire precautions

The Contractor must comply with, and observe the recommendations of, the "*Fire Prevention on Construction Sites*" published by the Fire Prevention Association current as at the Date of Possession of the Works as referred to in the Conditions.

note: No smoking will be allowed in the areas covered by this site or in the approaches thereto or in communication areas between parts of the site except in smoking areas so designated by the Supervising Officer. The Contractor must exhibit notices to this effect and should draw the attention of all sub-contractors, contractors and visitors to the requirements.

The Contractor must strictly observe all Fire Precaution arrangements within the site.

Fire barriers (of any description including doors, partitions, ceilings etc) must be constantly maintained.

The fire alarm is of a sensitive, intelligent type. It can be easily set off by dust, cutting operations, and burning of any description. Where the Contractor anticipates that operations likely to set off the alarm are to be undertaken the Contractor must notify the housekeeping staff that will isolate the alarm at the panel. The Contractor must not under any circumstances isolate smoke detectors or call points without the agreement of the Supervising Officer and housekeeping staff.

HOT WORK: The Contractor must operate a 'permit to work' system for hot work which the Contractor must complete before every relevant hot work activity. Hot work comprises any operation or activity which requires the use of open flames or

the local application of heat. The Contractor must comply with the minimum requirements set out in the "*City of London Minimum Requirements for Hot Work Permits*" a copy of which is available for inspection at the City's offices.

- s) Rates, fees and charges in connection with temporary offices, services and like. The Contractor is responsible for paying all fees legally demanded by, and giving all necessary notices to the District Surveyor, Highway Authority, Public Health Authority, Local Authority, Statutory Undertakers and other authorities as necessary. The Contractor must ensure the Works are executed in full compliance with the requirements of these authorities.

Any fees actually paid under this provision will be recoverable at cost from the City.

- t) Safeguarding and protecting the Works.

note: security devices used must be posted with adequate warning notices and the Contractor must have a system in place to replace devised stolen or vandalised

- u) Laser Equipment.

The following safety precautions are to be observed in addition to the general duties required by the Health and Safety at Work Act 1974 and the recommendation of BS 4803: 1983:

- i) at least one warning notice at each laser location;
- ii) the laser must be turned off or shuttered when not in use or unattended;
- iii) the laser must be set well above or below the heads of work people where possible;
- iv) work people should never stare directly into the laser beam or point the laser at another person;
- v) all laser equipment must bear a label indicating the maximum beam output, which must not exceed 5 milliwatts;
- vi) only qualified employees must be assigned to install, adjust and operate the laser equipment; and
- vii) the maximum period of exposure (MPE) to laser light must be determined and monitored in accordance with all relevant and current British Standards including but not limited to: BS EN 60825-4: 1998; BS EN60825-1: 1994.

- v) Applicable Law.

The Contractor must comply with any Act of Parliament, or Instrument, Rule or Order made under any Act of Parliament, or and regulation or By-Law or any Local Authority or of any Statutory Undertaker which has any jurisdiction with regard to the Contractor's work or those whose systems the same are or will be connected. The Contractor will be deemed to have included in the Charges for all costs in giving all notices and payments and fees required by all the relevant authorities.

w) Risk Management

The Contractor must comply with the requirements of the City's insurer as set out in Part 5 of the Specification

3.5 Operatives and Staff

3.5.1 The Contractor will constantly maintain a competent site foreman on site who must be capable of receiving instructions and who will be responsible for dealing with the housekeeping staff and tenants.

3.5.2 The Contractor must maintain proper discipline over the work people employed on the Works and will be held entirely responsible for any loss or damage occasioned by neglect in this respect. Should any operative use foul language, act or be dressed improperly or have been drinking or under the influence of drugs that person is to be removed from the site immediately. No claim for loss or expense due to this dismissal will be considered or paid for by the City.

3.5.3 The Contractor will, on request by the City, immediately dismiss from the Works any person employed on the Works by the Contractor who may, in the opinion of the Supervising Officer is incompetent or misconducts in a way which is either likely to pose a threat to the health and safety of that person or others or annoyance or nuisance to any third party. No claim for loss and/or expenses or delay resulting from such dismissal will be entertained.

3.5.4 The use of private vehicles and their parking will not be permitted on the site.

3.6 Supervising Officer's Progress Meeting/Tenants Meeting

3.6.1 Throughout the duration of the Order regular progress meetings will be held. A responsible representative of the Contractor will be required to attend and, if requested by the Supervising Officer, representatives of any Sub sub-contractors Contractors and suppliers.

3.6.2 The Contractor must allow for attending a pre-contract tenants' meeting with its contracts manager and site agent/foreman. It is imperative that the programme is agreed and submitted before this meeting. The Contractor is to provide copies as directed by the Supervising Officer.

3.7 Site Records

3.7.1 The Contractor will keep daily records of the weather, maximum and minimum temperatures, and number of trade operatives including sub-contractors, Contractors working on the Site, together with details of materials and goods delivered to the site.

3.7.2 Such records to be summarised weekly in an agreed manner and produced for incorporation into the Clerk of Works' weekly reports or for inspection by the Supervising Officer when requested.

3.8 Access to the Site and Location of Hutting, Offices etc.

3.8.1 Access to the site is to be agreed with the Supervising Officer and will be restricted to areas where the work is to be carried out. All arrangements for entry to and egress from the work locations are to be approved by the Supervising Officer. The locations and arrangement of

all site offices, stores and the like are to be approved by the Supervising Officer.

- 3.8.2 The Contractor is to allow to contact every tenant in the building and to agree times and dates for work to their areas. Whenever requested and where such requests are reasonable on grounds of noise or dust the Contractor must cease work in any location and move to an adjacent area. Transfers will be at the Contractor's cost unless there is no alternative work available. No costs are to be incurred without the prior issue of a variation order.

- 3.8.3 All cables and other services, etc. run in common parts may only be run with the Supervising Officer's prior agreement and upon the dedicated cable trays, or in the dedicated routes. The Contractor is deemed to have allowed in the Charges for all costs to be incurred in obtaining access to all such trunkings including replacing all necessary panels etc. of any description and replacing the same on completion of the Works. Access to the electrical riser will only be permitted with 48 hours' notice and upon agreement of the location and fixing method and labelling of all such cables, with the Supervising Officer.

3.9 **Loadings**

- 3.9.1 The Contractor must ensure that all loadings associated with the carrying out of its operations on site can at all times be safely sustained and do not cause distress or disturbance to previously completed Works. The Contractor will be responsible for all temporary support or propping needed to achieve this and to maintain the stability of the Works.

- 3.9.2 The Contractor must notify the Supervising Officer immediately and stop structural alterations pending further instructions if work shown on the drawings or included in this Specification appears to involve risk in execution, or if cracking or any structural defect is found in the fabric which is being retained. The Contractor must safeguard the existing structure by providing all necessary shoring, needling and strutting whether or not specifically mentioned. The Contractor is to maintain it and clear it away when no longer required and make good all damaged surfaces.

3.10 **Trespass**

- 3.10.1 The Contractor is to take all necessary steps to prevent trespass of unauthorised persons onto the site and the trespass of work people onto adjoining property, or adjacent parts of the building.

- 3.10.2 The Contractor's attention is drawn to the fact that although the City is the freeholder of this building, office and other areas are held by lessees. Access to any tenanted areas without the consent of the lessee is trespass.

- 3.10.3 The adjoining properties are occupied and should the Contractor require access to either land or buildings of adjoining properties, the Contractor is to give all necessary notice and obtain all necessary permission, in writing. Any restrictions and requirements imposed by the respective occupiers must be strictly adhered to and any damage caused to adjoining property made good entirely at the Contractor's own expense.

3.11 **Stop and Search Powers**

The Contractor is advised that the maintenance of security is of high priority and that, in addition to the statutory powers of the police to stop and search, the City's employees, servants or agents may detain and arrange for a search to be carried out on any operative,

supervisor, employee, vehicle or other property of the Contractor, its sub-contractors, employees, servants or agents provided that:

- a) Such employees, servants or agents have reasonable grounds for belief that an arrestable offence has been committed, and
- b) Such searches are carried out by a police officer.

3.12 Use of Lifts and Staircases

3.12.1 At no time during the performance of the Works will the Contractor or any sub-contractor be allowed the use of the permanent lift installation(s) for the transportation of plant, materials or personnel except with the written permission of the Supervising Officer. If such permission is given, adequate protection is to be provided to all surfaces of the interior of the lift car(s) and at agreed landing entrances. All damage made good and the installation cleaned down at completion, to the reasonable satisfaction of the Supervising Officer. At all times the use of the lift by tenants takes priority.

3.12.2 The Contractor may wish to use certain staircases. The use of such staircases must have the prior written permission of the Supervising Officer. All surfaces along the agreed route to be protected as necessary and all damage made good at completion.

3.13 Existing Services, Cables and Drains, etc

3.13.1 Before commencing site operations on the site, the Contractor will notify all the Public Utilities Boards and appropriate local authorities that work will be commencing on site and will ascertain the position of all electric power cables, telephone cables, gas, water mains and sewers, which may be under or over the sites or the approaches to them.

3.13.2 The Contractor is to take all necessary precautions to support, maintain and protect all existing pipes, ducts, drains, sewers, services, overhead or buried cables, etc., during the execution of the Works, to the satisfaction of the Supervising Officer and is to make good any damage and pay costs and charges in connection with them. The Contractor will comply without extra charge, with the regulations applicable to the adaption, installation and the connection of such services as are comprised in the work. Immediately any damage is caused to any services, cables, etc, the Contractor is to notify the appropriate authorities and the Supervising Officer. The Contractor will not interfere with the operations of existing services such as electricity, gas, water, telephone, buried cables or sewers and drains, both on site or adjoining premises, without the agreement of the Supervising Officer.

3.13.3 No diversion of any existing services, etc, other than as shown on the drawings or described hereinafter, is to be carried out without the approval of the Supervising Officer. Any temporary disconnection of services, etc, which may be necessary in connection with the Works is to be done at such time as may be directed by the Supervising Officer.

3.14 Hoardings, Fences or Screens/Protection to Persons and Property

3.14.1 The Contractor must allow for all precautions necessary to prevent any disturbance or discomfort to the tenants of the building, the employee staff, personnel, plant and equipment, caused by smoke, dust, dirt, noxious fumes and the like.

3.14.2 When removing rubbish or delivering materials of any description requiring access through the building dust sheets must be provided to the full width and length of every corridor,

staircase and common part. Where wheeling takes place fibre board must be laid.

- 3.14.3 The Contractor is to allow for protecting all vulnerable finishes by supplying and fixing Correx sheeting as manufactured by Cordek Limited. (Tel: 01403 799 600). Protection to be provided to new surfaces created under the Order and existing surfaces which are vulnerable to Contractor activity (e.g. common parts doors and frames during clearance of debris from site). The Contractor is to provide such protection as is reasonably requested by the Supervising Officer.
- 3.14.4 When undertaking external redecoration contracts provide securely taped dust proof internal polythene protection to the full extent of windows during preparation to all areas likely to be sensitive to dust. This includes computer suites, electrical intake rooms, boiler houses, other plant rooms and any other location where dust could adversely affect sensitive equipment of any description.
- 3.14.5 When undertaking external blasting or external cutting of stone or brickwork by mechanical means provide securely taped dust proof polythene protection across all windows likely to be affected by the Works.
- 3.14.6 Remove all polythene protection on completion and make good any disturbed surfaces. No protection is to be left in place in common parts during the hours of quiet enjoyment.
- 3.14.7 The City will make an inspection of the common parts from time to time. If they are left dusty or dirty the City will arrange for them to be cleaned and any costs incurred will be contra charged to the Contractor.
- 3.14.8 Externally, the Contractor must provide and use all such tarpaulins, dust sheets, fans, covers, screens, hoardings, temporary fences, planked footways, guardrails, gantries and other plant and materials as necessary, or which in the opinion of the Supervising Officer should be necessary for the protection of the occupants of the premises concerned and their property, of adjoining owners and their property and of the general public.
- 3.14.9 The hoarding is to be constructed from 100 x 50 s/w framework, 18mm Sterling Board, 75 x 19mm s/w cover fillets, 150 x 19mm s/w skirting and 150 x 19mm s/w capping. The hoarding is to be primed and painted with one undercoat and two finishing coats of gloss oil paint. The colour scheme is to be agreed with the Supervising Officer prior to painting.
- 3.14.10 The Contractor must at all times preserve a safe access for the occupants and the public, keeping all paveways clear of obstructions and protected by such special screens, dust sheets, hoardings, fans, temporary lighting or other facilities free of extra charge which the Supervising Officer may reasonably require for the convenience and safety of workmen and persons using the building, and warning notices exhibited clearly where danger from Works in progress or uncompleted Works cannot reasonably be otherwise protected. The Contractor will provide, erect and maintain such hoardings, fences and screens as is deemed necessary to protect the public using public footpaths within the curtilage of the site.
- 3.15 **Security**
- 3.15.1 The Contractor will be responsible for the security of the Works and provide for the safe keeping of all materials on site whether loose or fixed.
- 3.15.2 The Contractor is to provide a list of names of all operatives to facilities (security) and to regularly update the list. The Contractor is to issue identity photo cards. This will include the

taking of photos and the provision of two sets of documents all at the Contractor's cost.

3.16 **Openings in Existing Buildings**

- 3.16.1 When work ceases at the end of the working day all access or openings formed in existing buildings are to be sealed in an approved manner before the site is vacated so that the premises are left secure.

3.17 **Rodent Infestation Precautions**

- 3.17.1 The Contractor is to take all necessary precautions to avoid infestation of the Works by vermin.
- 3.17.2 The indiscriminate scattering of food scraps by the workpeople (including sub-contractors' and public utility companies' workpeople) is to be strictly avoided and covered refuse bins are to be provided, by the Contractor. Bins to be emptied by the Contractor in a manner approved by the City, at frequent intervals.

3.18 **Site Signboards and City Logo**

- 3.18.1 The Contractor will not be allowed to erect site signboards. However, such name boards as are necessary for the purpose of locating the work areas will be permitted. Furthermore the Contractor will allow for or permit the use and display of the City logo/emblem on all such name boards as directed by the City.

3.19 **Advertisements**

- 3.19.1 No temporary or permanent advertisements will be permitted on the Works.

3.20 **Publicity**

- 3.20.1 No information, either written or oral, nor photographs nor drawings concerning this Order will be supplied by the Contractor to any persons without the Supervising Officer's written authority which authority will be at the Supervising Officer's sole discretion.
- 3.20.2 The writing of letters to or the giving of statements or of information in any other way to the media concerning the project or any other activities of the City or its members and officers is strictly prohibited.
- 3.20.3 If any request to provide such information is received from the media by the Contractor or any sub-contractor the matter is to be reported to the Supervising Officer without delay.
- 3.20.4 Should the Contractor wish to use information, photographs or the like concerning the project for publicity for promotional purposes the appropriate consent must be sought from the Supervising Officer and the Public Relations Office.

3.21 **Safety Rules for Contractors**

- 3.21.1 The Contractor's attention is drawn to the current issue of "*The Safety Rules For Contractor's*" published by the City Surveyor (see Part 4 of the Specification). The Contractor will be deemed to have included for all costs of compliance with these rules in the Charges.

3.22 **Covering Up Work/Striking of Scaffolding**

- 3.22.1 No work is to be covered up nor scaffold struck until it has been offered to the Supervising Officer for inspection.

3.23 **Considerate Contractor Scheme**

The Contractor is required to participate in the City's *Considerate Contractor Scheme* (CCS) and to follow the CCS Code of Practice. Each time the Contractor is awarded an Order, an e-mail must be sent by the Contractor to ccs@cityoflondon.gov.uk with an estimated project timescale and contact details of the site liaison. This data will be used for monitoring purposes for projects of less than 6 months duration. For those projects lasting 6 months or more, the site will be visited by the City's Built Environment team and the Contractor will be eligible for recognition under a CCS award, depending on performance.

4. **SPECIALIST NAMED SUPPLIERS**

- 4.1 Where prime cost sums are included in the Schedule of Works for Named Suppliers. Such prime cost sums will be deemed to include a cash discount of 5% and will be expended in favour of the Named Suppliers as the Supervising Officer may direct.
- 4.2 All payments by the Contractor for goods or materials supplied by Named Suppliers will be in full and paid within thirty days of the end of the month during which delivery is made less only a 5% cash discount, if so paid.
- 4.3 Neither the existence nor the exercise of the foregoing nor anything else contained within this Order will render the City in anyway liable for the Named Suppliers to the Contractor.

5 **SPECIALIST NAMED SUB-CONTRACTOR**

- 5.1 In respect of Named Sub-Contractors :

- a) Prime cost sums are included in the Schedule of Works. Such prime cost sums will be deemed to include a cash discount of 2.5% and will be expended in favour of such persons as the Supervising Officer may direct;
- b) The Contractor will employ the Specialist Named Sub-contractors under a subcontracts containing such conditions and obligations to which the Contractor is subject and obligated under the terms of the Order as are appropriate to the subcontract and will within 5 Working Days of executing the same supply to the City a copy of any contract the Contractor may enter in to with Specialist Named Sub-contractors.
- c) The Contractor will pay the Specialist Named Sub-contractors the sum stated to be due to them in any certificate issued pursuant to the less only:
 - i) any sum which the Contractor may be entitled to retain or deduct under the terms of the sub-contract; and
 - ii) a cash discount of 2.5% provided that payment is made within 10 Working Days after the date of receipt by the Contractor of the relevant certificate issued in accordance with the Conditions.
- d) Before a certificate for payment is issued in accordance with the Conditions, the Contractor will, if requested by the Supervising Officer, furnish evidence that all sums

included for payment to Named Sub-contractors in previous certificates have been duly paid.

- e) Neither the existence nor the exercise of the foregoing nor anything else contained within this Order will render the City in anyway liable to the Named Sub-Contractors.

6 **VALUATION OF VARIATIONS AND PROVISIONAL SUMS**

6.1 No extra work is to be executed, nor any variations made without the written consent of the Supervising Officer. Extras and omissions will be either measured at rates based on relevant priced items in the Specification or the Schedule of Rates and/or any other alternative method of pricing approved by the Supervising Officer and strictly in accordance with the Conditions.

6.2 All site instructions are to be confirmed in writing before the Final Account is rendered and the valuation of variations and of work executed by the Contractor for which a provisional sum is included in this Specification will be assessed in the following manner:

- a) by measurement and valuation at rates and prices of similar work in this Specification wherever it is reasonable to do so, failing which, a fair valuation will be made by the Supervising Officer;
- b) Where work cannot be properly measured and valued, the Contractor will, unless otherwise agreed, be allowed the prime cost of such work in accordance with the *"Definition of Prime Cost of Daywork carried out under a Building Contract"* issued by the Royal Institution of Chartered Surveyors and the Construction Confederation, THIRD EDITION June 2007, together with the percentage additions to each section of the prime cost at the rates set out below. No work will be allowed as Daywork unless the Supervising Officer has given a prior instruction in writing to the Contractor to execute such work on that basis.

6.3 The value of variations assessed in accordance with the above will be added to or deducted from the Contract Sum.

6.4 The value of work executed by the Contractor for which a provisional sum is included in this Specification will be substituted in this Specification for such provisional sums and the Contract Sum will be adjusted appropriately.

6.5 The final account is to be submitted in a format which lists the Contract Sum at the top, then adds and omits the Contract Instructions in numerical order and finally lists all items requiring an instruction in the sequence previously instructed or undertaken. Final accounts which do not follow this format will be rejected.

7 **DAYWORK PRIME COSTS**

7.1 **Daywork**

7.1.1 Daywork will only be allowed in the case of Works which cannot properly be measured and valued. The decision as to whether work can or cannot be measured will rest with the Supervising Officer even though Daywork Sheets or vouchers may have been signed by the Contractor or by its representative.

7.1.2 In the course of performing Daywork the Contractor will, within one week next after the end

of each week during which such Daywork is so executed, deliver to the Supervising Officer a statement in writing specifying the nature of the work, the names and trades of the workmen, the time daily spent upon the work, the materials and plant employed and should the Supervising Officer require any alterations in such statement or charges, the Contractor will conform with that request and if such statement or proposed charges are not delivered as required by this provision, the Contractor will not be entitled to be paid on a Daywork basis but to payment only of such sum as will be assessed by the Supervising Officer as the reasonable value of such work.

- 7.1.3 Daywork sheets are to be priced, extended and completed by the Contractor prior to their submission to the Supervising Officer.
- 7.1.4 Reimbursement for Daywork will be made to the Contractor only in accordance with the Conditions.
- 7.1.5 The percentage additions inserted in Table 1 Daywork Rates will be applied to all sub-contractors' and Contractors' dayworks except where a separate document, agreement or definition has been agreed between the appropriate body representing the Specialist Employers and the Royal Institution of Chartered Surveyors. Charges for daywork will be calculated in accordance with the rate tendered in Table 1 Daywork Rates.

PART 4 – SAFTY RULES FOR CONTRACTORS

General Expectation

Contractors are expected to be familiar and fully comply with all relevant health and safety legislation. In particular they are to plan, manage and monitor construction work under their control so that it is carried out without risks to health and safety.

For projects involving more than one contractor, they are expected to coordinate their activities with others in the project team – in particular, comply with directions given to them by the principal designer or principal contractor.

If acting as the principal contractor there duties will include:

- liaising with the client and principal designer;
- preparing the construction phase plan;
- organising cooperation between contractors and coordinating their work;

and ensuring:

- suitable site inductions are provided;
- reasonable steps are taken to prevent unauthorised access;
- workers are consulted and engaged in securing their health and safety
- welfare facilities are provided.

Specific Rules

1. Reporting Attendance on Site

Upon arrival, Contractors must sign in at the location identified by the Supervising Officer. On signing the Contractor is confirming that they are aware of these site rules and how to obtain information on the location of asbestos containing materials at the site. Any contractor who fails to sign will be requested to make safe and leave site immediately. Contractors must also sign out just prior to leaving the site.

2. Parking Arrangements

Vehicles must not cause any obstruction on the highway or which would interfere with the normal working of the site location or access by Emergency Services. Drivers are required to exercise due care and regard for the safety of others, respect the speed limits within the site. On some sites pedestrians share access routes and have right of way.

3. Fire

All main buildings are equipped with automatic fire detection systems. If the Contractor is doing anything that might compromise the fire system in a building e.g. generation of dust, blocking of fire exits, etc. 24 hours pre notification must be given to the site contact. Please note:

- Flammables and gases must be handled safely and not stored on site without prior permission.
- Dust levels are to be kept as a minimum.
- Combustible materials and debris must not be allowed to accumulate.

Fire alarms are tested weekly and serviced quarterly. Details of testing/servicing arrangements are displayed in each building. Should the contractor hear an alarm outside of the scheduled sounding times or an alarm at the scheduled time that exceeds more than 30 seconds they should treat the situation as a real fire and follow the evacuation procedures for the building exiting through the nearest available exit and proceeding as quickly as possible to the Assembly Point.

If the contractor discovers a fire they should activate the nearest fire call point, proceed immediately to the Assembly Point, call the fire brigade and contact the site contact nominated by the Supervising Officer.

If the contractor thinks they have accidentally activated the alarm through their work activities they should notify the site contact nominated by the Supervising Officer and the Supervising Officer without delay.

Once the fire alarm has sounded Contractors must not return to the building until they have been told it is safe to do so by the Fire Marshall for the building.

4. Asbestos

All available asbestos records are held on Micad and can be accessed via the Micad Portal on the internet at <https://col2portal.micadipr.net>. New users can self-register for access via this link. In addition up to date copies of the last asbestos management survey and asbestos management plan for the site are available via or at a location detailed by the Supervising Officer.

The City takes such steps as are possible in the circumstances to identify the location (and, where it is likely to be affected by the intended work, removal) of asbestos building products prior to the commencement of the contract. However, given the wide use of this material in the past, it is not possible to categorically exclude from any building/mechanical engineering works in all City of London premises the possibility of inadvertent discovery or disturbance of the material. The Contractor is, therefore, to ensure that if any material thought to contain asbestos is discovered, it is not disturbed.

Should disturbance have taken place, work is to stop and the vicinity cleared of persons; if possible the affected area should be secured. Site contact is to be informed immediately of any discovery or disturbance. Subsequent identification, analysis, removal and clearance (if necessary) will be carried out in accordance with legislation and the City's health and safety policy.

5. Basic Site Rules

- **Smoking**

Smoking and electronic cigarettes is not permitted inside any building. Within a site that has been handed over to the Principal Contractor, its rules will apply.

- **Refreshment and Toilet Facilities**

Welfare facilities will be described in the Pre-Construction Health and Safety Plan. Where permission has been granted to do so, Contractors may use toilet facilities in City properties provided they change out of dirty work wear and keep the facilities clean and tidy. They should also adopt good hand hygiene practices such as washing hands after using the toilet and before preparing or eating food.

- **Drugs and Alcohol**

No intoxicating liquor or drugs will be allowed on the premises except for prescription drugs. Where Contractor's workers are required to take prescription drugs, it is their responsibility to ensure their work performance will not be adversely affected whilst on site.

- **Conduct**

Contractors must ensure that their state of dress, general behaviour and actions do not cause offence or disturbance to any member of the public or City staff. At all times Contractor's Personnel must refrain from using language which could be considered to be offensive and maintain a respectable level of dress. Shirts are to be worn.

- **Guarding**

Contractors should never operate with safeguards that have been altered, bypassed or removed.

- **Noise**

The use of radios on site is forbidden, any noise generating activities including drilling/cutting must be pre-arranged with your site contact and steps taken to minimise disruption within occupied areas.

- **Slips, Trips & Falls**

Contractors must protect others in close proximity of their work area from falling objects, slips, trips and falls and any other risks they may create.

- **Speed Limits**

Site speed limits are to be strictly adhered to. Sites are all subject to all regulations of the Highway Code.

- **Housekeeping**

High standards of housekeeping should be maintained at all times and general work areas should be kept clean and free from obstructions. Adjacent areas to the Contractor's work area must be cleaned regularly to avoid any build-up of dust, debris, etc.

6. First Aid

Contractors are required to provide their own first aid arrangements in accordance with the Health and Safety (First Aid at Work) Regulations. Some City staff are trained as first aiders and first aid boxes are strategically located around the site, however, the City's provision should only be regarded as back up and not the primary first aid provision which resides with the Contractor. Contractors' First Aid provisions and plans shall be detailed in the Construction Phase Plan.

7. Reporting Incidents

All Contractor accidents, incidents and near misses at City sites are to be reported to your site contact and the Supervising Officer within 24 hours of occurrence. This is in addition to any legal or company reporting requirements the Contractor may need to perform. All such accidents, incidents and near misses must be investigated by the Contractor and an initial written report submitted to the Supervising Officer within 5 Working Days of the occurrence.

8. Risk Assessments and Method Statements

Risk assessments and method statements (RAMS) should have been approved before arrival on site, however, it is still expected that the Contractor will have copies available for reference by City staff whilst they working on site.

Where certain risks can't be adequately controlled by RAMS a Permit to Work will be required. A Permit to Work is a formalised document, which authorises certain people to carry out specific work, at a specific site, at particular times and sets out the main precautions needed to complete the job without significant risk. Permits to Work must be issued by and returned to your site contact.

Typical tasks which may need Permit to Work to be in place are:

- Higher risk electrical work;
- Asbestos removal;
- Excavations other than burials;
- Demolition works;
- Hot works;
- Confined space entry;
- Roof access / roof work; and
- Loft/ Ceiling/Void access.

Contractors should confirm with your site contact/City Surveyor's staff if a Permit to Work is required and this must be done prior to any work starting.

9. Electrical Work

All work on electrical systems, however minor, may only be completed by a suitably trained and experienced electrician. Contractors must obtain a Permit to Work from the site contact/City Surveyor's officer prior to:

- entering any sub-station, switch room or similar area; and
- working on live electrical circuits. Working on live electrical systems is generally not permitted; except where it is necessary due to the nature of the work, e.g. testing, and a Safe System of Work must be in place.

10. Roof Work

All work at height must have an appropriate risk assessment, method statement and a Permit to Work issued by the City Surveyor's team.

11. Hazardous Substances

All work on site involving the use or generation of hazardous substances must comply with the Control of Substances Hazardous to Health Regulations (COSHH). Contractors are to have copies of COSHH assessments for the work they are undertaking available for reference by City of London staff whilst they working on site. Where equipment or working methods are known to generate dust, provision must be made by the contractor to contain the dust and reduce as low as possible any associated health risks.

12. Lone Working

Some City sites are very large and it is possible that Contractors may find themselves working in unoccupied structures or at remote locations. Where this is the case they should make their own arrangements for safe lone working and not rely on City staff.

It is not permissible to lone work where the work is considered as higher risk such as roof work, confined space entry, live electrical work or work with high voltages, etc.

13. Lifting Operations

- **Competence**

- *Crane Supervisor:* Competent and holds a valid CPCS Crane Supervisor qualification except for Lorry Loaders where an ALLMI card or CPCS Lorry Loader card is acceptable for Basic and Intermediate Lifts.
- *Slinger/Signaller:* Competent and holds a valid CPCS Slinger/Signaller qualification except for Lorry Loaders where an ALLMI card or CPCS Lorry Loader card is acceptable.²⁵
- *Operators:* Competent and holds a valid CPCS card for the category of excavator they are operating. This card must include CPCS lifting operations training (A58C/A59C or A10/12).
- *Overhead Crane Operator:* Competent and holds a valid RTITB qualification for type of equipment.
- *Piling Rig Operators:* Competent and holds a valid CPCS card for the category of rig they are operating.
- *Telehandler Operator:* Competent and hold a valid CPCS card for the category of telehandler they are operating. Standard CPCS telehandler training does not include rotating telehandler equipment or operating with suspended loads. Note: the only rotating fork lift that can be used is a MERLO as this has all the required safety features needed to lift suspended loads. A MERLO must have a competent fully trained operator.
- *Fork Truck Operator:* Competent and hold a valid CPCS card for the category of fork truck they are operating. Please note RTITB cards are not acceptable.
- *Hoist Erector:* NVQ levels two or three in Hoist Installation.

²⁵ **NOTE:** only CPCS cards that state 'All Duties' cover all types of lifting plant. Modules A & B cover cranes, C covers Hiabs, D covers Excavators and E covers Telescopic forklifts

- *Hoist Operator*: Over 18 and has undertaken training by the hoist supplier and holds a valid CPCS A20 Category card.
- *Static Lifting Equipment Operator*: Holds familiarisation training for the static lifting equipment operated. Records of familiarisation must be available.

For Basic Lifts an individual can only undertake more than one of the duties above where they have the required competency. However a slinger/signaller is prohibited from acting as the crane operator, except in the case of lorry loader lifting.

- **General Requirements**

- Lifting Accessories must be clearly marked to identify the date of next inspection. This may be through a colour coding or tagging system.
- Assessment of ground bearing capacity and outrigger pad/haul road and pavements/piling mat design must be carried out by a competent person. The Contractor is responsible for ensuring that there is an engineering assessment of the ground bearing capacity and a design of the outrigger pads/haul roads and pavements/piling mats. The pressures imposed on the ground shall be calculated or obtained from the crane manufacturer. This shall take account of all routes that may be traversed.
- Ground conditions, underground services and position of any substructures must also be fully considered by the Contractor.
- A Permit to Work will be required for all crane use and significant lifts.
- All statutory certificates and registers for the lifting equipment and lifting accessories to be readily available for inspection by the City's staff.
- Where the crane or part of the load being lifted can enter space over a public road, over a site boundary or is adjacent to hazards such as overhead lines, the crane must be fitted with zone limiting devices.
- Truck mounted forklifts and other small forklifts used by delivery companies must not be used on rough terrain.
- The use of excavators, telehandlers, lorry loaders and lift trucks for lifting personnel is prohibited.
- It is prohibited to under sling loads under the forks of wheeled mobile plant for transportation.

- **Lifting With Excavators**

- When planning a lifting operation using an excavator the Contractor must consider whether the an excavator is the most appropriate machine for the task.
- A Lift Plan must be in place for all excavator lifting operations.

14. Excavations and Buried Services

With the exception of permitted burials no excavation works shall be undertaken without an up to date Permit to Work having been issued by your site contact.

It is the responsibility of Contractor to provide a competent person to carry out the location and recording of underground services, within the area(s) of working. All equipment utilised in the operation of locating and recording underground plant must be calibrated and evidence of calibration forwarded to City staff within a reasonable time scale on request.

The use of non-contact methods i.e. vacuum excavation / air lance is the preferred method for excavation. Conventional hand digging excavation work methods must use electrically insulated digging tools.

Where a Contractor is employed to carry out drilling operations they must avoid cables and pipes by using a suitable "hand held cable" detector.

15. Personnel Protective Equipment (PPE)

Contractors must provide all appropriate PPE as indicated in the RAMS. Protective equipment must be used at all times where necessary, regardless of the wearers own views on risk.

16. Plant and Equipment

Plant, tools, tackle and equipment brought onto site must be fit for purpose, tested, maintained and in good working condition.

Electrical equipment must comply with all current Electricity Regulations and must:

- not exceed 110V without prior permission from the City Surveyors team or site contact; and
- be 'PAT' tested.

All machinery brought onto site must comply with the PUWER Regulations (Provision and Use of Work Equipment) and be guarded or fenced appropriately.

At the end of each day Contractors must ensure all your equipment is fully isolated and either removed from site or with agreement safely locked away.

17. Vehicles

Contractors must organise their work to allow pedestrians and vehicles to move without risks to health. Traffic routes affected by the Contractors activities should be indicated by warning signs and barriers.

Contractor's vehicles must not impede access for emergency vehicles and other site users. Deliveries should be pre-planned with someone available to receive the goods.

Extreme caution should be taken whilst driving or operating machinery on City sites. Reversing should be kept to a minimum but where required, reversing aids and banksmen should be used. Great care must be taken at all times due to the potential interaction and lack of segregation between pedestrians and road users within sites.

18. Waste Management

The City strongly encourages the Contractor to adopt and implement standards that prevent and reduce waste, recycle more and consider the use of suitable recycled and recovered materials. Where it is proposed to use recycled and recovered materials it is to be agreed with the sites FM Manager.

The Contractor is responsible for the removal of all waste from site, in a timely manner and in accordance with current environmental legislation.

Unless specifically authorised the Contractor must not place debris into bins/skips controlled by City staff. Skips left on site must be suitable for purpose and displaying warning lights if necessary for safety reasons. The location of any Contractors' skips is to be agreed with your site contact.

Care must be taken not to discharge trade effluent or contaminated liquids into the drainage system or water courses, e.g. adequate storage facilities must be provided for fuels that ensure containment, reduce fire risk and prevent spillage.

Detailed records must be kept of all construction waste removed from site including the type and volume of waste removed from site and the method of disposal (landfill or recycled).

19. Working at Heights

All working at height activities must comply with Work at Height Regulations; scaffolds, ladders and other access equipment must be in sound condition and of good construction, adequate for the purpose and properly maintained. The Contractor is required to have available, a relevant, up to date, risk assessment for any working at heights activities that is available for reference by City staff whilst they working on site. All Contractors engaged in working at height activities are to be competent to do so; having undergone suitable instruction and/or training.

- **Scaffolding**

All Scaffold contractors must be members of NASC and the Supervising erector must hold a current valid Construction Industry Scaffolders Record Scheme, supervisors Card (CISRS). Scaffolding will be erected to TG20 wherever feasible and a compliance sheet must be provided for all scaffolding constructed to the requirements of NASC TG20 to demonstrate compliance with TG20 and BS EN 12811.

Where a non TG20 scaffold design is required the scaffold design must be approved by a competent engineer prior to the erection of any scaffold falling outside of the scope of TG20.

Scaffolders will work in accordance with SG4.

Preferred access is always via a staircase system i.e. Haki / Layher or similar. Ladders will only be permitted as a means of access from one level to another where it is proven that a staircase system is not reasonably practicable.

Contractors are to arrange for the inspection of the scaffold by a competent person at a frequency of at least every 7 days. Records are to be provided to City staff upon request. In addition all Scaffolds will be tagged e.g. Scaffold tags.

After erection or any change to the scaffold must be initially inspected by a competent person such as an Advanced Scaffolders.

- **Ladders and Stepladders** The following minimum standards apply to the use of ladders and stepladders:

- The use of all ladders and stepladders is limited to access and where it is impractical to provide a working platform such as scaffold, mobile tower, podium or MEWP. They should only be used for short work durations that is considered to be of low risk
- Ladders and step ladders made of non- conductive material must be used where live electricity is present or an electrical risk perceived.
- All ladders and stepladders must be individually identifiable with both the contractors name and unique number or other mark.

- All ladder and stepladders must be inspected prior to use and weekly.
- inspections must be conducted whilst on site and a record kept by a competent person.
- All ladders installed to form access as part of a scaffold, must be installed and tied off by a competent scaffolder, in line with SG25. This includes the use of ladders under any erection phase.
- A ladder permit system may be employed on the City sites by your site contact.
- **Mobile Scaffold Towers** Must be individually identified and controlled using a tagging system that detail:
 - who the tower belongs to;
 - who erected it; and
 - the date of the last inspection.

Must be erected and inspected by PASMA trained operative in line with the manufacturer's instructions.

- **Open Edges and Openings**

All openings or must be clearly marked with indelible markings. Where a person could fall and injure themselves suitable edge protection should be provided or a safe system of work employed such as use of harnesses or 2 metre distance guarding that is supervised.

- **Falling materials and Tool Tethering**

All items used at a height from which they could fall will be used and stored in a suitable manner to prevent the possibility of items falling. Where items cannot be suitably secured during use or storage, "ground level" exclusion zones must be created, demarcated, labelled and maintained until the risk of the item falling has been removed.

These zones must be suitable to contain any falling item based on an assessment which takes account of what might fall, from where, from what height, and potential to be deflected if striking a structure.

All tools used at height where there is a risk of the tool falling further than the working platform the user is on shall be secured to a suitable anchorage point using specifically designed tool tethering equipment.

- **Mobile Elevating Work Platforms** All work involving the use of a Mobile Elevated Work Platforms (MEWPs) on site must:
 - be planned by a competent person;
 - have a specific risk assessment in place;
 - use the appropriate equipment e.g. the correct MEWP for the task;
 - have sufficient emergency arrangements in place e.g. rescue plan; and
 - only use a MEWP fitted with a basket safety device to guard against serious operator injury from entrapment and suitable anchorage point to which the basket operator may tether themselves.

20. Contractor Controlled Areas

When a site is handed over to the Contractor (including the Principal Contractor), as a minimum we expect that:

- A suitable site induction is provided to all construction site workers taking into account, but not limited to:
 - the information included in this induction any site specific risks and control measures that those working on the project need to know about,
 - first aid arrangements, and
 - accident and incident reporting arrangements;
- Necessary steps are taken to prevent access by unauthorised persons to the construction site including physically defining the site boundaries using suitable barriers and warning signs;
- Special consideration is given to the nature of the site such as the use by City staff, movement of vehicles and public, etc.;
- Changing fence lines & access routes can only be carried out in agreement with your site contact; and
- Provision of suitable and sufficient welfare facilities.

IMPORTANT NOTE:

It is the contractor's responsibility to ensure that all the information provided in this document that is relevant to their works, is considered in their risk assessments and method statements. Contractors will be expected to ensure that all the site and safety information is passed on to their staff and sub-contractors through site inductions, tool box talks and any other means appropriate. The Corporation's Health and Safety professionals and City of London site management staff reserves the rights to carry out periodic site inspections to assess compliance with control measures.

PART 5 – INSURER’S REQUIREMENTS

1. Site Security

- The premises to be physically secured against unauthorised access or static guarding maintained outside of site working hours.
- Temporary intruder alarm protection with remote monitoring to be installed to unoccupied buildings unless static guarding is maintained outside of site working hours. The system to be:
 - installed by an SSAIB or NSI accredited installer & comply with the enhanced level of the SSAIB Code of Practice for Temporary Alarm Systems, with the means of setting/unsetting the intruder alarm separate from the main control and indicating equipment.
 - set to protect the building outside of site working hours.

2. Fire Precautions

- At least one fire point to be provided on each floor on which works are taking place. Fire points to be located in prominent positions adjacent exit routes & include:
 - notice of emergency fire procedures detailing action to be taken & arrangements for contacting the fire brigade
 - a means of raising the alarm e.g. siren or air horn
 - one 9 litre water fire extinguisher
 - one 6kg dry powder fire extinguisher (or equivalent multi-purpose appliance)
- Escape routes to be clearly signed.
- Dry / wet risers to be maintained operational.
- Daily checks to be undertaken to ensure escape routes & dry / wet risers are maintained clear of obstruction, escape routes are correctly signed and fire points are in good order.

3. Temporary Buildings & Accommodation

All temporary buildings & accommodation to achieve at least 30 minutes fire resistance unless located in the open at least 10m from the premises.

Where located inside or within 10m of the premises:

- fire detection to be provided within temporary buildings/accommodation compliant to BS5839-1 L2 standard including detection within drying rooms & canteen areas. Where the premises are occupied, the system to be linked to the building alarm system. Where the premises are unoccupied, the system to be provided with remote monitoring.
- at least one fire point to be provided within the temporary building / accommodation area.
- only fixed, electrically operated, heating appliances to be used.

- clothing racks within drying rooms to be positioned a safe distance from heating appliances; heaters in drying rooms to be additionally protected with mesh guards.

4. Fire Systems - Sprinkler Protection

- Impairment of sprinkler protection to be notified in advance to RSA. The period of isolation to be minimised as far as practicable.

NB: Sprinkler protection must not be isolated on adjacent floors at the same time without the prior approval of RSA.

- Where sprinkler protection is to remain isolated overnight, a permanent fire watch presence to be maintained on the floor where the sprinkler system is isolated.
- Programme early restoration of sprinkler protection. Schedule ceiling works for prompt closure to permit sprinkler protection to be charged prior to commencement of finishing works on a floor i.e. prior to enhancement of fire load on a floor via introduction of joinery, carpeting etc.

5. Fire Systems – Automatic Detection

- Automatic fire detection to be maintained within the working area where practicable, linked to the building fire alarm system where present. Due regard must be given to the avoidance of false alarms; detectors may be covered / isolated during site working hours to avoid dust contamination & reinstated overnight.
- On sites with 24/7 security, where no fire detection is operative outside of site working hours, firewatch patrols to be undertaken of contract works areas on at least a 2 hourly basis.
- Priority to be given to commissioning of fire detection systems as soon as practicable.

6. Smoking

Smoking to be prohibited throughout the site including yard areas.

7. Services

- Work on electrical & gas installations to be undertaken only by suitably qualified contractors.
- Temporary electrical installations to be isolated at the end of each working day, other than circuits required for inspection lighting or intruder alarm installations.
- Low voltage festoon lighting or sealed fluorescent lights to be used where temporary lighting is required. The use of halogen lights to be avoided.
- Festoon lighting to be securely supported & not draped along the floor or across combustible materials.

8. Waste Management

- Work areas to be kept as clean as possible at all times. Combustible waste to be cleared on at least a daily basis, or shift basis if 24hr working.
- Combustible waste or skips must not be located externally within 10m of buildings.

9. Materials Storage

- Avoid external storage of combustible materials.
- Establish a dedicated area solely for the storage of bulk materials, separate from work areas. Seek to agree storage within sprinkler protected areas where available. If suitable storage space is not available on site, use off-site storage with daily site delivery.
- Limit storage of combustible materials within the work area to that immediately required for the current days work. Immediately remove combustible packaging & pallets from materials once brought onto the working floors; if required temporary protection can be maintained using LPS1207 approved sheeting.

10. Flammable Liquids and Gases

- Oxy-acetylene welding equipment to be brought onto site on a daily basis when required. Acetylene must not be stored on site.
- LPG cylinders to be stored in an external secure cage, located at least 5m clear of any combustible materials.
- 50 litres of flammable liquids may be stored internally in a secure metal cabinet. Larger quantities to be stored in a proprietary flammables vault located external to the premises at least 5m clear of any combustible materials.

11. Protective Flexible Covering Materials

Only materials approved under LPCB Loss Prevention Standard LPS1207 to be used as temporary protective coverings for floors, walls, etc.

12. Scaffold Sheeting

Only materials approved under LPCB Loss Prevention Standard LPS1215 to be used for scaffold sheeting.

13. Control of Hot Work

Hot Work means any operation or activity requiring the use of open flames, grinding, welding or the local application of heat. Further guidance is given in the RSA Hot Work Risk Management Guide RMG62 available from www.rsabroker.com/risk-management.

All hot work must be controlled under a hot work permit system operated on a daily issue basis i.e. work over 2 days would require issue of a permit on each day. No hot work is to be carried out:

- within one hour prior to normal shutdown of the site.
- where adjacent partition or lining materials are of a highly combustible nature e.g. metal faced panels with combustible foam core, fibreboard.

Hot work must not progress until a permit has been issued. Prior to issue of a permit the responsible official to inspect the work area to confirm:

- all combustible items of storage & debris have been cleared.

- wood floors or other fixed combustible materials which cannot be removed are protected with overlapping blankets or curtains of non-combustible material. NB: wall, partition, roof & ceiling panels & linings must be carefully checked to assess whether they incorporate highly combustible materials e.g. metal faced panels with combustible core, fibreboard. Hot Work must not be undertaken in the immediate vicinity of such panels or linings.
- fire extinguishing appliances, consisting of at least two 9 litre water fire extinguishers are provided at the work location.

Upon completion of hot work:

- the permit to be returned to the responsible official to record the time of completion of work & commencement of the fire watch. The area in which hot work was undertaken to remain permanently attended for a period of one hour after Hot Work has finished maintaining a fire watch for smouldering materials or fire.
- the responsible official to sign off the permit upon completion of the fire watch.