

# Constraints on how the *Contractor* Provides the Works

## **[DELETE AS APPROPRIATE: WHERE NOTIFIABLE CDM APPLIES:] CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007**

In line with the requirements of the above Regulations (referred to as “the CDM Regulations”) the key roles will be appointed.

- a) The Client will be the *Employer* (NEC3 Engineering and Construction Short Contract (June 2005))
- b) The Client will appoint the CDM Co-ordinator
- c) The Principal Contractor will be the *Contractor* (NEC3 Engineering and Construction Short Contract (June 2005))

The *Contractor* is required to have examined the CDM Regulations and Approved Code of Practice in order to anticipate, as far as it is reasonably practical, the full implications of this legislation in its capacity as Principal Contractor, and shall comply with the “Requirements on Principal Contractor” within the CDM Regulations.

The *Contractor* shall extend, before construction work begins, the Health & Safety Plan prepared by the CDM Co-ordinator for these works and shall update the same when appropriate. This extended document must be made available to the *Employer* at least 14 days prior to commencement of the works.

The *Contractor* shall provide information to aid the preparation of the Health & Safety file by the CDM Co-ordinator in good time and prior to the date for completion.

## **[DELETE AS APPROPRIATE: WHERE NOTIFIABLE CDM DOES NOT APPLY:] CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007**

The Works are considered to be capable of being undertaken within thirty days or less or involve five hundred or less person days (as defined in the CDM Regulations). The Regulations requiring the appointment of a CDM Co-ordinator and preparation of a Health & Safety Plan therefore do not apply, however Part 2 of the CDM Regulations of 2007 which refer to general duties that apply to all construction projects remain a legal requirement.

The *Contractor* is, however, to take note of all pertinent Health & Safety information provided in this Specification and make all reasonable provision for the implications thereof.

### **ASBESTOS COMPONENTS**

The attention of the *Contractor* is particularly drawn to the use of asbestos fibres in housing construction. Construction (Design and Management) Regulations govern the responsibility for any work carried out on asbestos based or asbestos-cement components, ensuring that it complies with the Asbestos (Licensing) Regulations, the Control of Asbestos Regulations 2012 and all requirements of the Health and Safety Executive, including Code of Practice L143 ‘Working with materials containing asbestos’.

The method statement and risk assessment produced by the *Contractor* (as part of the Etender submission and as further amended prior to the pre start meeting and works commencing on site) should take the presence or potential presence of asbestos containing

materials into account. In addition, it is the *Contractor's* responsibility to inform their staff of the hazards and provide suitable training and to ensure that this is in place for any sub-contractor's appointed.

## **ACCESS TO THE SITE**

The *Contractor* shall be permitted access to all such areas of the buildings and grounds as are required for the proper execution of the Works. Access, parking and delivery arrangements must be agreed with the *Employer's* nominated representative prior to commencing works on site.

Where it is required to obtain access to property not owned or managed by Hanover Housing Association the *Contractor* shall be required to make the necessary arrangements. No extension to the *completion date* will be allowed should any delay be experienced in obtaining the necessary permission.

## **CONTRACTOR'S REPRESENTATIVE**

The *Contractor* shall ensure that works are carried out by suitably qualified and trained employees, in line with the requirements of the *Specification* and the works being delivered. The *Contractor* shall at all times when work is in progress on site keep an appropriately experienced and competent person in charge. If less than eight operatives are on site at any time, this person may be a working foreperson or responsible person. If more than eight are employed, there must be a full time non-working supervisor nominated as Representative. Any Instructions given to them by the *Employer* shall be deemed to have been given to the *Contractor*.

## **CONTROL OF THE WORKS**

The *Contractor* must immediately comply with any instructions given by the *Employer* requiring the exclusion from the Works of any person due to unacceptable conduct or substandard workmanship.

The *Contractor* shall keep an accurate daily diary of all operatives employed on site and this is to include an accurate record of weather conditions. A copy of this diary must be available on request at any time and should be submitted to the *Employer* on completion of the Works.

Should the *Contractor* find it necessary to revise the programme of Works or be unable to keep appointments made, this must be communicated to the *Employer* or nominated contact as soon as possible with an appropriate explanation and new arrangements made.

The *Contractor* will be required to provide out-of-hours telephone numbers so that responsible and competent persons can be contacted to deal with faults arising out of the Works of an urgent or emergency nature such as rain penetration or risk to safety (including scaffolding and the like).

The *Contractor* shall ensure that they are aware of the *Employer's* requirements in terms of managing and monitoring accidents and incidents on Hanover estates.

## **SITE MEETINGS**

The *Contractor's* Representative shall be available to attend Site Meetings on a weekly basis or as required or requested by the *Employer* in line with the agreed programme of works.

## **WORKING HOURS AND CONDITIONS**

The *Contractor* shall not work outside normal working hours (8.30 to 17.00 Monday to Friday only, excluding Bank Holidays) without the written permission of the *Employer*.

All operatives coming on to the site are to be in possession of identification cards bearing their name, photograph and the *Contractor's* name, which shall be shown to residents before entering or working on or around a property.

All operatives shall wear appropriate Personal Protective Equipment as required by the method statement and risk assessment submitted.

The playing of radios or other portable forms of music or sound reproduction on site will not be permitted. Smoking is strictly prohibited on all estates.

## **WORK IN AND AROUND OCCUPIED PROPERTIES**

The *Contractor* shall allow for carrying out the Works whilst the buildings are in occupation. The *Contractor* shall give all residents adequate notice when the work is due to commence. Every care shall be taken to cause as little disturbance and nuisance as possible to other residents during the progress of the Works.

The *Contractor* shall comply with the Control of Pollution Act 1974 as amended, and Controlled Activities Regulations 2005 as amended to limit the disturbance from noise, dust etc. during the works.

The *Contractor* shall bring to the attention of the *Employer* any trellis, structure of a temporary nature, planting etc. which requires removal prior to commencement of Works. The *Employer* should be informed immediately of any failure to co-operate in this respect.

The *Contractor* shall be aware that the site is occupied by elderly persons. The site shall be maintained free from hazards and obstructions which might endanger or inconvenience such persons. Where this is not possible the *Contractor* shall provide and erect suitable barriers and warning signs. The *Contractor* shall provide and display suitable signs appropriate to the works in large legible lettering. Signs are to be located in line with Health and Safety requirements.

The *Contractor* is to avoid any risks to residents and their visitors who will not have the benefit of protective clothing. Any operations which give rise to risks shall, as far as practicable, be confined to areas to which occupants/visitors do not have access. The *Contractor* shall make full provision of sheeting, hoardings and other temporary works and suitable alternative means of site access, egress and movement around and between areas where work is taking place.

Existing roofs, door hoods, canopies etc. shall not be used to gain access to high points.

## **PROTECTION OF THE WORKS**

The *Contractor* shall allow for providing all necessary protection to the building and grounds while the Works are in progress and shall make good, at his own expense, any damage to existing structures, finishes and landscaping to the *Employer's* satisfaction. This includes

rectifying any breaks to fire compartmentation, using suitable approved materials such as intumescent mastics, collars and the like. The *Employer* will inspect fire compartmentation prior to signing off completion of the works.

## **PROTECTION OF RESIDENTS' PROPERTY**

The *Contractor* shall allow for providing all necessary protection required to the furniture, carpets and fittings of residents and common areas and wind and weather protection for the property during the progress of the Work. The *Contractor* shall additionally provide, where required, protection for planting, garden furniture, paving, ornamentation, adjacent finishes etc. Any damage caused shall be made good, at the *Contractor's* expense.

## **SECURITY OF BUILDINGS**

All ladders and other plant placed against the walls or on roofs of buildings allowing easy access shall be removed at the end of each working day and securely stored to prevent unauthorised use, and shall not be left unattended during the working day. Decoration works to windows and doors are to be carried out at times which allow adequate time for edges to dry so that reasonable security can be restored after each working day. Other works that compromise security such as the replacement of windows and doors shall be completed on the same day to maintain the security of the building.

## **STORAGE AND SITE ACCOMMODATION**

The *Contractor* shall allow for all costs in association with storage of materials and site accommodation. Any arrangements made shall be subject to agreement with the *Employer* and CDM Co-ordinator. Where items are stored, this must be in line with the control measures identified in the Hanover Estate Risk Assessment and Fire Risk Assessments which are available on each Hanover estate. All areas used for storage must be reinstated to the *Employer's* satisfaction and at the *Contractor's* expense. Where possible storage and site accommodation is to be set up to ensure that it impedes as little as possible on the car parking and access to the estate being worked on. The site set up is to be agreed between the *Contractor* and the *Employer* at the pre contract meeting.

## **PLANT AND TOOLS**

The *Contractor* shall provide all necessary plant, equipment, scaffolding, tools, dust sheets and everything else required for the safe and proper execution of the Contract, ensuring that equipment is in a good condition, tested, inspected and certified as legally required and appropriate to the task and the work environment.

Details of safety procedures, training and method statements to ensure safe use of plant, tools and scaffolding are to be provided in the Health & Safety plan / Risk Assessment / Method Statement prior to commencement of works.

## **SERVICE SUPPLIES**

The *Contractor* and *Employer* shall agree all necessary arrangements for the supply of water and electricity for the Works and where required by the *Employer*, shall issue notices and pay all charges in respect thereof. Residents' supplies must under no circumstances be used. Battery operated tools are to be used and when mains powered tools are needed the supply for these shall be taken from the landlords supply using 110V step down transformers

adjacent to the supply. All leads shall be carefully routed and protected so that they do not cause a trip hazard. The *Contractor* shall make all necessary arrangements for any telephone facilities required for the Works and charges in respect thereof.

## **HEALTH, SAFETY AND WELFARE**

The *Contractor* shall, during the whole course of the Contract, provide and maintain all necessary health, safety and welfare measures and amenities and comply with all relevant legislation, regulation and best practice for people employed on the site, including those employed by sub-contractors.

The *Contractor* will be required to produce a copy of his Health and Safety Plan for inspection by the *Employer*.

## **SANITARY FACILITIES**

The *Contractor* and *Employer* shall agree all necessary arrangements around the use of sanitary facilities. The provision of these facilities either by the *Employer* or *Contractor* will depend on the nature and duration of the works and the estate being worked on. Where possible, facilities will be made available for the exclusive use of the *Contractor* who shall be responsible for maintaining the facilities for the duration of the works. Where required, the *Contractor* shall provide, at his own expense, temporary facilities sited as agreed with the *Employer* and clear away on completion and leave all clean and tidy. Under no circumstances should communal facilities be used for cleaning brushes, etc. and under no circumstances should residents sanitary facilities be used by the *Contractor*.

## **ACCESS AND SAFE WORKING**

The *Contractor* shall ensure that at all times there is compliance with all relevant legislation, regulation and best practice related to Health and Safety, . :

## **CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS**

Where the *Contractor* in the performance of his obligations under this Contract, intends to either supply to the *Employer* or to use any product which may or does contain a substance or substances hazardous to health within the meaning of COSHH 2002, REACH and the Environment (Permitting) regulations, as updated, full details of such product and such substances shall be supplied to the *Employer* and CDM Co-ordinator.

## **ELECTRICITY**

The selection of equipment must be suitable to the working environment in line with best practise. Arrangements must be in place for checking / inspection / testing in line with PUWER. Records must be maintained and available for inspection at monitoring meetings

Where possible, eliminate risks. Cordless tools or tools which operate from a 110V supply system, which is centre-tapped to earth so that the maximum voltage to earth should not exceed 55V, should be used. For other purposes such as lighting, particularly in confined and wet locations, still lower voltages should be considered.

When working on electrical installations the circuits being worked on need to be isolated and marked as such either on the consumer unit / bus bar, mains intake cupboard. Main intake

cupboards shall be locked and the key controlled by the *Contractor* until all works are completed. Under no circumstances shall work be permitted on live circuits.

## **HOT WORK**

The hot work is required to be managed by a permit to work system.

Hot work comprises work activities that involve the application or generation of heat during their execution. Such activities include cutting, welding, brazing, soldering, bitumen boilers and the use of blow-lamps. Hot work should only be undertaken if alternatives have been discounted, i.e. mechanical fixing, sawing, adhesives etc.

Appropriate portable fire extinguishers and fire blankets shall be provided by the *Contractor* and kept adjacent to the work area. The operatives carrying out hot works shall have received the appropriate training in the use of such equipment.

On completion of the hot work, the area must be made safe and properly cleared up. The person in charge of the work/team must decide whether to re-visit the work area, after a suitable period of time (usually one hour), to ensure that there are no signs of possible causes of fires.

If the hot work involves or produces substances hazardous to health, e.g. cleaning solvents, acids, welding fumes etc. then the work must include any additional control measures as necessary under the Control of Substances Hazardous to Health Regulations.

*Contractors* shall comply with the *Employer's* documentation requirements in terms of controlling the risks associated with such works.

## **CLEARANCE OF SITE**

The *Contractor* shall:

- remove from site all rubbish and superfluous material as it accumulates and maintain the whole area of the Works in a clean and tidy condition, free of obstructions and hazards;
- make allowance for the proper and safe disposal of such material in full compliance with the requirements of the Control of Pollution Act 1974 and subsequent amendments and the Environmental Protection Act, 1995 and subsequent amendments.

## **ADVERTISING**

All advertising rights on the site will be reserved by the *Employer*. *Contractors* and/or Sub-contractors name boards may only be placed on the site by prior agreement with the *Employer*.