

PHA Contractor Code of Practice

**A code of conduct for contractors of
Penwith Housing Association**



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PHA Contractor Code of Practice

Introduction

In order to meet the Association's requirements, contractors are to comply with a code of conduct that sets out acceptable methods of working and provides an outline to tenants and Association staff of what they can expect from contractors.

Contractors employed by Penwith Housing Association are required to provide a quality service, working efficiently and achieving value for money for the Association. The Association expects that work carried out for it will be undertaken by workpeople qualified in the particular trade and using best practice. Contractors should follow the specifications and drawings provided, which should both be made available to all operatives employed on the Works.

Contractors should exercise a duty of care to safeguard the Association, its tenants, properties and staff and conform with all legislation including that relating to Health and Safety.

This code of practice is applicable to both maintenance and new build contracts. Some clauses will only be applicable to one or other type of contract. In the case of new build contracts, further specification and guidance is given in the Penwith Housing Association Design Brief.

Any reference to 'contractor' in this document shall also be deemed to include sub-contractors and agents acting on behalf of contractors.

Failure to comply with this code of conduct could jeopardise the continued employment of the contractor.

Definitions and abbreviations used in this document

CA means the person nominated in the Contract with the Association as Architect or Contract Administrator or their authorised representative.

ASSOCIATION, PHA, EMPLOYER or LANDLORD means Penwith Housing Association Limited.

TENANT or RESIDENT means an occupier of a dwelling owned by Penwith Housing Association Limited.

THE WORKS means the works briefly described in the Contract and shown upon, described by or referred to in the Contract Documents.

IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

APPROVAL (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.

SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.

PHA Contractor Code of Practice

1. THE SITE & EXISTING BUILDINGS

1. NEW BUILD CONTRACTS

As well as complying with the requirements of this document, Contractors should observe the requirements of Penwith Housing Association's Design Brief dated 27 July 2004.

2. EXISTING DWELLINGS

In the case of refurbishment and maintenance contracts, Contractors should bear in mind at all times that although a property is owned by the Association, it is someone's home and both the home and the tenant must be treated with respect.

3. EXISTING MAINS/SERVICES

Whenever the precise locations of services such as drainage, water, electricity, gas and telephone are not known, Contractors should carry out their own investigations before starting work. Where necessary, obtain surveys of existing mains services from the relevant utility companies and pay all costs arising.

4. PARKING

Parking of Contractors' and their employees' vehicles will be restricted to roads and car parking areas but priority must be given to residents. Certain PHA owned parking areas are reserved for permit holders and are patrolled by a security service. Vehicles not exhibiting a valid parking permit are liable to be wheel-clamped. The following areas come under the permit scheme, however the scheme may be extended, and therefore Contractors are advised to contact PHA for confirmation of status:

- Treloweth Close, St. Ives
- Tregarthen, Treverbyn Road, St. Ives
- Pendarves Flats, Penzance
- Prospect Place, Penzance
- Fountain Court, Penzance
- Roscadghill Parc, Heamoor
- Vounder Glaze, St. Just
- Bowjey Court, Newlyn

Applications for parking permits should be made to the CA. No parking on grassed areas will be allowed.

5. USE OF THE SITE

- Do not use PHA sites for any purpose other than carrying out the Works.
- Do not display or permit advertisements to be displayed on site without the CA's consent.
- Sleeping accommodation will not be permitted on site.

6. CONTRACTORS' SITE COMPOUNDS

- Contractors will not be allowed to site huts on or store either new or surplus materials in tenants' gardens unless they obtain the prior written permission of the tenant. Copies of such written agreement must be sent to the CA and to PHA's Customer Services Manager.
- Contractors will be responsible for securing and maintaining all areas used for offices, stores, mess rooms, workshops, etc. throughout the Contract Period and until handed back to the CA's approval.
- All temporary buildings, fencing, hardstandings and other works shall be cleared away on completion and the areas reinstated to their original condition to the satisfaction of the CA.

7. RISKS TO HEALTH AND SAFETY

- The following risks may be present on properties owned by the Association :
 - Asbestos content in roof sheeting, pipework and other building materials
 - Fierce dogs
 - Vermin
 - Noxious waste
 - Harmful objects, e.g. broken glass, syringes, needles
- The accuracy or completeness of this information is not guaranteed by the Employer or the CA and Contractors must ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Draw to the attention of all personnel working on the site, the nature of any possible contamination and the need to take appropriate precautionary measures.

8. SITE VISITS

- Before submitting a tender, ascertain the nature of the site, the access and all local conditions and restrictions likely to affect the execution of the Works.
- Site visits may be made at any time for existing estates. Access to the dwellings and their gardens is subject to prior arrangement with the CA. A letter of identification will be supplied on request and must be shown by the Contractor or his representatives when wishing to enter the gardens or dwellings.

2. BUILDING CONTRACTS

1. PREVENTION OF CORRUPTION:

The following clause will be incorporated in every written contract entered into by the Association:
The Association may terminate any contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following:

- Offer, give or agree to give anyone any inducement or reward in respect of this or any other PHA contract (even if the Contractor does not know what has been done);
- Commit an offence under the Prevention of Corruption Acts 1889 to 1916
- Commit any fraud in connection with this or any other Association contract whether alone or in conjunction with Board Members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause.

2. PAYMENTS:

Contracts will provide that no interim or final payments under the relevant payment clause of the conditions of contract will be made until the contract has been executed by the Contractor.

3. DECLARATION OF INTERESTS:

In order to prevent any infringement of Schedule 1 of the Housing Act 1996, the Contractor will be required to disclose any conflict of interest, or any potential conflict of interest, between the Contractor's business and PHA at the time of tendering.

Specifically, the Contractor must declare any conflict of interest between the principal proprietor of the Contractor's business, or anyone directly concerned in its management, and any board member, director, officer or employee of PHA, or any close relative of one of these.

4. CONTRACT GUARANTEE BOND

For contracts exceeding £100,000 in value, submit to the Employer a performance bond issued in favour of the Employer and executed as a deed in an amount equivalent to ten per cent of the Contract Sum. The Bond is to provide the Employer with security in respect of the contractor's performance of his obligations under the Contract. Before providing the bond, obtain the Employer's approval of the guarantor or if a different form of bond is proposed to the standard form included in the tender documents. Pay all premiums, costs and charges.

The guarantor must be a bank or insurance company acceptable to the Employer, duly registered and trading in the UK.

Note that until the Employer has been provided with an approved Default/Performance Bond, the Employer is entitled to withhold a sum equal to 10% of the Contract Sum from any amount due and payable to the Contractor.

5. SITE WASTE MANAGEMENT PLAN

The contractor should develop and provide a Site Waste Management Plan at the time of tendering including the following details:

- Principal Contractor for the purposes of the regulations
 - Location of the site
 - Description of the project
 - Estimated project cost.
 - Types and quantities of waste that will be generated
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling
 - The use of appropriate and licensed waste management contractors
 - Record keeping procedures
 - Waste auditing protocols
- Monitor and update the Site Waste management Plan on a regular basis throughout the contract period.

Materials suppliers are to take back any packaging and unused materials. Materials with excessive packaging should be avoided where possible.

3. TENDERING, SUBLETTING & SUPPLY

PRICING / SUBMISSION OF DOCUMENTS

1. PROGRAMME:

The Contractor's proposed programme or a summary thereof showing the sequence and timing of the principal parts of the Works, periods for planning and design, and itemising any work which is excluded must be submitted within one week of request.

2. CDM REGULATIONS

An outline construction phase health and safety plan must be submitted when a contract stipulates that all of the CDM Regulations apply and is to include the following:

- Method statements related to the construction hazards identified in the pre-tender health and safety plan and/or statements on how the hazards will be addressed and other significant hazards identified by the contractor.
- Details of the management structure and responsibilities.
- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for co-operation and co-ordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and any training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

SUBCONTRACTORS / SUPPLIERS

3. DOMESTIC SUBCONTRACTORS

Comply with the Construction Industry Board 'Code of practice for the selection of subcontractors'.

4. HEALTH AND SAFETY INFORMATION

Submit within one week or request a description of the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect. Include the following:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident and sickness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of staff responsible for health and safety on the project with details of their qualifications and duties.

5. PROMPT PAYMENT CODE

Contractors should ensure that all payments to subcontractors and suppliers are settled promptly and on time. Contractors should advise, without delay, when invoices or parts of invoices are contested and every attempt to resolve disputes as quickly as possible should be made.

6. ADVANTAGE SOUTH WEST PROCUREMENT CONSORTIUM

- PHA is a member of the Advantage South West (ASW) procurement club, which is a procurement consortium currently consisting of 15 organisations. ASW employs a full time procurement manager who has developed a number of procurement frameworks.
- PHA will require contractors to source certain materials and components used through the ASW procurement club supply chain arrangements.
- Preferential rates have been secured through ASW on a number of products specified and contractors will be required to procure those products through the scheme. At present kitchen units, sanitary fittings and taps, composite doors, PVCu and timber windows, boilers, air source heat pumps, radiators, electrical heating and heating controls have been tendered and have supplier agreements in place.
- Additional products may be added to the scheme over time. The Contract Administrator will, in such circumstances, instruct a change in specification or an instruction to purchase through the ASW scheme. If the change is considered to have a measurable impact on cost relative to the contract, then a cost adjustment based on the difference between before and after invoices and volume will be made.
- Contractors cannot buy products at prices negotiated with the ASW procurement consortium for use on projects other than those for members of the ASW consortium.

4. PROVISION, CONTENT AND USE OF DOCUMENTS

DOCUMENTS TO BE PROVIDED BY CONTRACTORS

1. DOCUMENTS GENERALLY

Documents provided by the Contractor should be clear and legible and wherever possible typewritten.

2. PUBLIC LIABILITY INSURANCE

All Contractors will be expected to have current public liability insurance cover to the value of at least £5,000,000 and to present a copy of the insurance certificate to the Employer for verification when asked.

3. SURVEY

In conjunction with the CA, before starting work, carry out a survey of existing boundaries, adjacent structures, footpaths and carriageways to record and agree their condition with the CA. Provide colour photographs of the internal and external walls of all privately owned dwellings that share party walls with those included in the contract. Take photographs from agreed points and submit one print size 6" x 4" of each image.

4. RECORD DRAWINGS

Record drawings are to be provided to the CA on completion of the work to each property for new gas or oil fired central heating installations.

5. GAS, OIL, SOLID FUEL AND ELECTRICAL WORK CERTIFICATES:

The Contractor is required to forward promptly the appropriate copy/copies of any Landlord's Gas Safety Certificates, OFTEC certificates, solid fuel certificates and NICEIC certificates as specified in section 6 of this document.

6. REGISTRATION AND QUALIFICATION CERTIFICATES:

The Contractor is required to provide copies of his NICEIC and Gas Safe registration certificates to the CA together with copies of the individual operatives' registration cards showing competencies and expiry date. Certificates and cards are to be resubmitted whenever renewed or whenever staff changes occur.

7. TECHNICAL LITERATURE

Contractors are advised to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant BS Codes of Practice.

8. MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.
- Notify the CA of telephone numbers for emergency services by Subcontractors after Completion.
- Specific requirements for documents relating to new build developments are listed in the PHA Design Brief.

5. MANAGEMENT OF THE WORKS

GENERALLY

1. SUPERVISION

Accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

2. IDENTIFICATION OF WORKPEOPLE

- Contractors must issue all workpeople with an identification card containing a recent passport type photograph, the name of the Contractor, the name of the workperson, the date of issue and an expiry date to be set not more than three years from the date of issue.
- Identification cards must be carried at all times and must be shown to occupants on arrival at a property without being asked and at any other time on request.
- Gas engineers are also required to show their CORGI registration/ID card to tenants before commencing work and to show the tenant the list of competencies on the reverse of the card to demonstrate that they are competent to carry out the work.
- All workpeople should wear neat and tidy clothes. Response maintenance contractors' workpeople are to wear clean uniforms in good condition with the name of the firm clearly identified.

3. CONSIDERATE CONSTRUCTORS SCHEME

Where contracts provide that the work should be carried out under the Considerate Constructors Scheme, before starting work register the site and pay the appropriate fee:

- Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, SG12 9UY.
- Tel: 01920 485959
- Fax: 01920 485958
- Free phone 0800 7831423
- Web: www.ccscheme.org.uk
- E-mail: enquiries@ccscheme.org.uk
- Comply with the Scheme's Code of Considerate Practice.

4. EQUALITY AND DIVERSITY - LIAISON WITH MEMBERS OF MINORITY GROUPS

Penwith Housing Association is committed to a policy of delivering services that are sensitive and responsive to differences in the needs and preferences of the various communities within its area of operation. Contractors are required to make special efforts to ensure that members of black and minority ethnic groups and disabled or elderly people are not disadvantaged. Show special consideration to those who are elderly, disabled or have special needs including single parents and night workers.

The Employer is keen that Contractors address Equality and Diversity issues in respect of both the Association's residents and staff and the Contractor's workforce.

5. INSURANCE

Before starting work on site, submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.

6. INSURANCE CLAIMS

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, without delay give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss that may be caused by failure to give such notice.

7. CLIMATIC CONDITIONS

Keep an accurate record of delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.

At the time of tendering, the Contractor should make allowance in the programme for the Works for "normal" monthly rainfall and climatic conditions as established by Meteorological Office averages for the area. If progress is delayed by weather, only exceptionally adverse weather will be considered as grounds for an extension of time.

8. OWNERSHIP

Materials arising from alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

9. ENVIRONMENTALLY FRIENDLY PRACTICES

Take all necessary precautions to protect the environment during the course of work - both in terms of the protection of existing features to remain and in order to minimise the risk of accidental pollution. Every effort should be employed to manage site waste effectively by means of minimising waste, recycling, reusing off-cuts, etc. where appropriate and to use safe, recognised disposal methods. (See clauses 7.10, 7.11 and 7.20 of this code.)

10. LONG TERM OBJECTIVES

Contractors are encouraged to develop a partnering style approach to working with the Association:

- To eliminate traditional client/contractor defensive procedures.
- To facilitate a team approach to problem solving.
- To explore and participate in supply chain efficiencies for standardisation of products across the Association's various contracts.
- To achieve continuous improvement cost savings
- To achieve zero defects at Practical Completion
- To achieve the Egan Agenda and Clients' Charter promises.

PROGRAMME / PROGRESS

11. COMMENCEMENT OF PROGRAMMED WORK

Inform the CA at least 5 working days before the proposed date for commencement of work on site. Inform tenants at least 24 hours before commencing work on their dwelling. Where a site comprises sheltered accommodation under the supervision of a Penwith Housing Association support worker, give the support worker 48 hours notice before commencing work.

12. MONITORING

Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

13. CA'S PROGRESS MEETINGS

- The CA will hold regular meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly.
- If meetings are held on site, ensure the availability of accommodation at the time of such meetings.
- Contractors are to attend all meetings and inform subcontractors and suppliers when their presence is required.
- The CA will chair the meetings and take and distribute minutes.

14. CONTRACTOR'S PROGRESS

Submit a progress report to the CA two days prior to each CA's site meeting. Notwithstanding the Contractor's obligations under the Contract, the report must include:

- A progress statement by reference to the master programme for the Works.
- Anticipated completion date.
- Details of any matters materially affecting the regular progress of the Works.
- Any requirements for further drawings, details or instructions to enable the CA to fulfil their obligations under the Conditions of Contract.
- Health and Safety report.
- Building Control and NHBC comments where appropriate.

15. CONTRACTOR'S SITE MEETINGS

Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

16. ADVERSE WEATHER

Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

CONTROL OF COST

17. CASH FLOW FORECAST

Where contracts provide, as soon as possible and before starting work on site submit to the CA a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. This forecast is to be based upon the programme for the Works.

18. MEASUREMENTS

Give reasonable notice to PHA's Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.

19. DAYWORK VOUCHERS

Give reasonable notice to the Clerk of Works of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be:

- Referenced to the instruction under which the work is authorised, and
- Signed by the person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.

20. INTERIM VALUATIONS

Where a contract provides for interim payments, at least seven days before the end of each established Period for interim valuations submit to the Quantity Surveyor details of amounts due under the Contract. At the same time, submit all necessary supporting information. Unless otherwise agreed, applications for payment are to be submitted on a spreadsheet by e-mail and in a format agreed with the Association's Quantity Surveyor.

21. REGULATORY CERTIFICATES

Regulatory certificates such as those issued by CORGI and NICEIC registered contractors and Building Control Compliance Certificates are to be forwarded to the CA as soon as they are available or in any case at not more than monthly intervals. Payment for any element of work completed, but for which the CA has not received the relevant certificate in good time, may be withheld until the certificate is received.

22. UNFIXED MATERIALS

At the time of each valuation, disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property, together with their respective values. When requested provide evidence of freedom from reservation of title. Only where the CA is satisfied that unfixed materials and goods on site are free from any reservation of title will the value of such materials and goods be included in Interim Certificates.

23. LABOUR AND PLANT RETURNS

At the beginning of each week, provide for verification by the Clerk of Works records showing, for each day of the previous week:

- The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
- The number, type and capacity of all mechanical and power- operated plant employed on the Works.

6. QUALITY STANDARDS & CONTROL

MATERIALS AND WORK GENERALLY

1. GOOD PRACTICE

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
- In accordance with relevant good building practice.

2. GENERAL QUALITY OF PRODUCTS

- Products to be new unless otherwise specified.
- For products specified to a British or European Standard, obtain certificates of compliance from manufacturers when requested by CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable, ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

3. COMPONENT LIFE SPANS

- The life span of components is expected to reach or exceed those listed in the Component Life Manual published by Housing Association Property Mutual.
- Where choice of product is open to Contractors, select products of a quality having regard to the specified life span.
- Where not otherwise specified, workmanship is to be of a standard appropriate to the specified life span of components.

4. PROPRIETARY PRODUCTS

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested.
- Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise specified.
- Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

5. GENERAL QUALITY OF WORKMANSHIP

- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any that are defective.
- Fix or lay securely, accurately and in alignment.
- Fastenings are to comply with relevant British Standards.
- Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.
- Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

6. PERFORMANCE MEASUREMENT SYSTEM

The project and the Contractor's performance will be monitored against Key Performance Indicators (KPIs), details of which will be made available to the Contractor at the time of tendering. Contractors will be required to provide all necessary information for the calculation of the KPIs in a timely manner.

The standard set of KPIs from which those appropriate to each contract are chosen is:

1. Client satisfaction with product
2. Client satisfaction with service
3. Resident satisfaction with product
4. Resident satisfaction with service
5. Defects rating
6. Predictability of cost for design
7. Predictability of cost for construction
8. Predictability of time for design
9. Predictability of time for construction
10. Safety record of main contractor

7. SPECIALIST SUBCONTRACTORS' WORK

- GAS INSTALLATIONS WORK must be carried out by a person who is competent to do such work as defined by the Health and Safety Executive in Regulation 3 of the Gas Safety (Installation and Use) Regulations 1998. Operatives must be on the Gas Safe Register and must have been trained and successfully assessed in ACOP Elements 1 to 15.
- OIL INSTALLATIONS WORK must be carried out by a person who is competent to do such work and whose name is on the OFTEC register at the time of carrying out the work.
- ELECTRICAL INSTALLATIONS WORK must be carried out by a person who is competent to do such work and whose name is on the NICEIC register at the time of carrying out the work.
- REMOVAL OF MATERIALS CONTAINING ASBESTOS must be carried out by a sub-contractor who is a Licenced Asbestos Removal Specialist.

SERVICES GENERALLY

8. SERVICES REGULATIONS

Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

9. WATER REGULATIONS/BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

10. WATER REGULATIONS/BYELAWS CONTRACTOR'S CERTIFICATE

On completion of the work, submit to the CA (and where required also to the Water Undertaker) a certificate including:

- The address of the premises.
- A brief description of the new installation and/or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

11. GAS, OIL AND SOLID FUEL INSTALLATION CERTIFICATION

On completion of the work, submit to the CA a certificate stating:

- The address of the premises.
- A brief description of the new installation and/or work carried out to an existing installation.
- Any special recommendations or instructions for the safe use and operation of appliances and flues.
- The Contractor's name and address.
- A statement that the installation complies with the appropriate safety, installation and use regulations.
- The name, qualification and signature of the competent person responsible for checking compliance.
- The date on which the installation was checked.

12. ELECTRICAL INSTALLATION CERTIFICATION

Hand over to the CA before Practical Completion, fully completed 'original' copies signed by a competent person on behalf of the Contractor of the following NICEIC certificates and reports as appropriate for the work executed:

- Electrical Installation Certificate
- Domestic Electrical Installation Certificate
- Minor Electrical Installation Certificate
- Periodic Inspection Report for an Electrical Installation
- Domestic Electrical Installation Periodic Inspection Report

SUPERVISION / INSPECTION / DEFECTIVE WORK

13. SUPERVISION

In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

14. PERSON-IN-CHARGE

Give maximum possible notice to CA before changing the person-in-charge.

15. OVERTIME WORKING:

Whenever overtime is to be worked, give CA not less than 7 days notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

16. DEFECTS IN EXISTING CONSTRUCTION

Existing defects are to be reported to CA without delay. Obtain instructions before proceeding with work that may:

- Cover up or otherwise hinder access to the defective construction, or
- Be rendered abortive by the carrying out of remedial work.

17. ACCESS FOR INSPECTION

Give CA not less than 2 working days notice before removing scaffolding or other facilities for access.

18. QUALITY CONTROL

Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the Works.
- The nature and dates of inspections by the Contractor or CA, tests and approvals.
- The nature and extent of any nonconforming work found.
- Details of any corrective action.

WORK AT / OR AFTER COMPLETION

19. GENERALLY

- Make good all damage consequent upon the work.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the works thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

20. SECURITY AT COMPLETION

Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with an itemised schedule, retaining a duplicate schedule signed by the Employer as a receipt.

21. MAKING GOOD DEFECTS

Arrange with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

22. TIMESCALE FOR MAKING GOOD DEFECTS

When notifying the Contractor of defects, the CA may specify the timescale for remedying the defect. Defects will be classified according to the following priorities:

- Emergencies (P1) - Attend immediately and complete the work within 24 hours.
- Urgent work (P2) - Attend as soon as possible and complete the work within one week.
- Routine work (P3) - Attend as soon as possible and complete the work within four weeks.

23. DEFECTS LIABILITY PROCEDURE

- The CA will monitor defects in accordance with PHA's internal procedure document, "Contractual Defects Liability Procedure." A copy of this document will be made available to Contractors on request.
- At the end of the Defects Liability Period, Contractors are required to make good all defects notified within 20 working days of receipt of the list.

7. SECURITY, SAFETY & PROTECTION

SECURITY, HEALTH AND SAFETY

1. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007 (CDM)

- Where contracts provide, comply with the Construction (Design and Management) Regulations 2007.
- Prepare and implement a Construction Phase Health and Safety Plan and update throughout the project.
- Arrange for competent and adequately resourced contractors to carry out the work where it is sub-contracted.
- Ensure the co-ordination and co-operation of sub-contractors.
- Obtain from sub-contractors the main findings of their risk assessments and details of how they intend to carry out high risk operations.
- Ensure that operatives on site have been given adequate training.
- Ensure that sub-contractors and operatives comply with any site rules that may have been set out in the Health and Safety Plan.
- Ensure that financial provision is made within the tender for compliance with and implementation of the requirements, etc. referred to in the Pre-tender Health and Safety Plan/Preconstruction information.

2. ROAD SAFETY

Contractors are to exercise particular care when using estate roads to ensure the safety of pedestrians and children.

3. SECURITY

- Protection: Adequately safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.
- Do not leave ladders where they could be used by others (e.g. burglars, children, etc.)

4. OCCUPIED PREMISES

Where existing buildings will be occupied and/or used by tenants during the Contract, comply with the following:

- Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users.
- Contractors' attention is drawn to the fact that a large number of the Association's dwellings are occupied by elderly, infirm, disabled or otherwise physically or mentally challenged persons and allowance should be made for any additional disruption that this may cause. Contractors may obtain information on the number of dwellings so occupied from the Association's Head of Housing.
- Access to dwellings may be prevented at certain times of the day, e.g. if occupants are working night shifts or in the event of sickness in the household.
- Maintain safe access to and from dwellings at all times.

PROTECT AGAINST THE FOLLOWING:

5. EXPLOSIVES

- Use: Not permitted.

6. NOISE CONTROL

- Comply generally with the recommendations of BS 5228-1, in particular clause 7.3 to minimise noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
 - Pneumatic drills and other noisy appliances without consent between the hours of 6.00 p.m. and 8.00 a.m.
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

7. POLLUTION

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs, inform the CA and the appropriate Authorities immediately and provide relevant information.

8. PESTICIDES

- Use: Only where specified or approved, and then only suitable products listed in the UK Pesticide Guide.
- Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately when empty or no longer required.
- Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

9. NUISANCE

- Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

10. ASBESTOS CONTAINING MATERIALS

- Report immediately any suspected materials discovered during execution of the works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.

11. ASBESTOS SURVEY

- Before starting work on any demolition or alterations work, Contractors should ensure that they are in possession of any information held on the PHA Asbestos Register regarding the property.
- No major refurbishment work is to be undertaken until a Type 3 MDHS100 Asbestos Survey (Full access and sampling) has been carried out and the Contractor is in possession of the results.

12. REMOVAL OF EXISTING ASBESTOS BASED BUILDING MATERIALS

Where specified for removal, asbestos or asbestos-based products are to be removed in accordance with the provisions of the Control of Asbestos Regulations 2006, the Hazardous Waste (England and Wales) Regulations 2005, the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 2002 and where appropriate, the Asbestos Licensing Regulations 1983.

13. REMOVAL OF EXISTING ASBESTOS BASED BUILDING MATERIALS FROM OCCUPIED PREMISES

Where any asbestos based materials or materials containing asbestos are specified for removal, Contractors must ensure that neither the occupants of any dwelling, nor any other persons are exposed to asbestos dust.

14. DISPOSAL OF ASBESTOS

Final disposal of asbestos must be carried out by the refuse disposal authority (Cornwall Council). This authority must be contacted and Contractors must comply with any conditions including the place and manner of disposal. The method of transportation must not give rise to the emission of fibre-laden dust. Submit copies of all disposal slips for asbestos to CA to verify correct final disposal.

15. FIRE PREVENTION

- Prevent personal injury, death and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

16. SMOKING ON SITE

- Smoking on site and within occupied premises will not be permitted.

17. BURNING ON SITE

Lighting fires and burning on site of removed or surplus materials is not permitted.

18. MOISTURE

- Wetness or dampness: Prevent where this may cause damage to the Works.
- Drying out: Control humidity and application of heat to prevent:
 - Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 - Excessive movement.

19. INFECTED TIMBER

- Removal: Where instructed to remove timber affected by fungal/insect attack from the building, minimise the risk of infecting other parts of the building.

20. WASTE

- Includes: Rubbish, debris, spoil, containers and surplus material
- Minimise: Keep the site and Works clean and tidy. Estimate quantities of materials required accurately avoiding over-ordering.
- Recycle: Wherever possible recycle packaging and surplus materials.
- Remove: Frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by a Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

21. AGGRESSIVE WEEDS

- Aggressive weeds are defined as those species included in the Weeds Act, section 2 or the Wildlife and Countryside Act, Schedule 9, part II.
- When moving topsoil within the site, or when stripping topsoil and importing to site, Contractors should take measures to prevent the spread of aggressive weeds. If aggressive weeds are present, obtain instructions from the CA before moving topsoil.
- Contractors should be especially vigilant for the presence on site of the invasive Japanese Knotweed. If present, follow the recommendations of the Environment Agency Code of Practice for the Management, Destruction and Disposal of Japanese Knotweed.

22. ELECTROMAGNETIC INTERFERENCE

- Prevent excessive electromagnetic disturbance to apparatus outside the site.

PROTECT THE FOLLOWING:

23. PROTECTION GENERALLY

- Adequately protect all parts of the Works. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks, provide special protection to ensure that damage does not occur.
- Contractors must provide weatherproof and secure temporary protection and coverings to all openings whilst the work is being carried out in order to maintain security and weathertight integrity.

24. EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Before starting work: Check and mark positions of mains/ services. Where positions are not shown on drawings, obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
 - Comply with service authorities'/ statutory undertakers' recommendations.
 - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
 - Below ground use signboards, giving type and depth; overhead use headroom markers.
- Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

25. ROADS AND FOOTPATHS

- Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.
- Adequately maintain approaches to the site and keep all highways, drains and ditches clear of any spoil, mud, slurry or other material likely to impede the free flow of water or to cause a nuisance, obstruction or danger to persons using the highway.

26. EXISTING TOPSOIL/ SUBSOIL

- Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work, submit proposals for protective measures.

27. RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Prevent damage and preserve, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

28. RETAINED TREES

- Protected area: Unless agreed otherwise do not:
 - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed, give notice and seek advice.
 - Change level of ground within an area 3 m beyond branch spread.

29. EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

30. EXISTING WORK

- Protection: Prevent damage to existing property undergoing alteration or extension.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

31. BUILDING INTERIORS

- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work

32. EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstatement in original positions.
- Extent: Notify occupants in advance of work commencing and ask that contents be moved or removed.
- Move, remove and protect remaining items as appropriate.
- Use clean dust sheets, bubble wrap and other appropriate protection to safeguard floor coverings, furniture, fittings and equipment.
- Make good any loss or damage arising out of the carrying out of the work.

33. ADJOINING PROPERTY

- Precautions: Prevent trespass of workpeople and damage to adjoining property.
- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property:
 - Pay all charges.
 - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

34. EXISTING STRUCTURES

- Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, which may be endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

35. MATERIALS FOR RECYCLING/ REUSE

- Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Stack neatly and protect until required by the Employer or for use in the Works as instructed.

8. SPECIFIC LIMITATIONS ON METHOD, SEQUENCE, TIMING & USE OF SITE

1. METHOD/SEQUENCE OF WORK - PROGRAMMING

- Give tenants 48 hours notice before commencing work to their dwelling.
- Where a site comprises sheltered accommodation under the control of a Penwith Housing Association support worker, give the support worker 48 hours notice before commencing work.
- Contact the tenants of each property to arrange a mutually convenient day to commence the work on their dwelling. The contractor will be wholly responsible for programming the work and for liaison with tenants.
- In respect of existing properties, Contractors should programme the work to complete each dwelling in the shortest possible time after commencing work on that dwelling.
- Work to party walls and boundaries with dwellings in private ownership is subject to the Party Wall etc. Act 1996, and may be subject to delays due to obtaining the owner's agreement. Programme such work so that sufficient time is allowed to obtain agreement.
- Carry out the work in the minimum number of visits to the property. Avoid making additional visits to bring materials wherever possible.
- Do not carry out any work to properties in leasehold ownership until specifically instructed to go ahead by the CA. (If any work to privately owned properties is carried out before the cost of the work is agreed between the Association and the lessee, instead of charging for the cost of the work, the Association is only able to recover a nominal sum.)
- If a property included in the contract becomes unoccupied, the Contractor must be prepared to deviate from the programme to commence the contract works to that property within 24 hours of being so instructed where this is possible.

2. METHOD/SEQUENCE OF WORK – GENERALLY

- At the end of each day's work, clear away all debris, sweep up or vacuum all dust arising from the work and remove all tools from the property.
- Any unfixed materials left in a property must not represent a danger to occupants.

3. METHOD/SEQUENCE OF WORK – WINDOWS AND DOORS

- Keep doors and windows of occupied premises closed whenever possible to minimise heat loss.
- Where a property is to have replacement windows, there must be at least one heated habitable room left with its windows in place at all times. Wherever possible, complete the renewal of windows to each dwelling within the same day. Replacement windows and door frames are to be pointed immediately after installation, internal and external reveals made good and security and weathertight integrity restored as soon as possible.

4. METHOD/SEQUENCE OF WORK – ELECTRICAL AND PLUMBING

- Ensure that each tenant has power and electric light in at least one habitable room at all times and that electric cookers have continuous supply. Refrigerators and freezers shall, where so requested by the tenant, remain continuously connected to the mains supply.
- Maintain continuity of the electricity supply as far as is possible. Temporary interruptions only.
- Notify occupants in advance of interruptions to services. Have particular regard to the use of freezers and the provision of drinking water. Advise occupants to disconnect sensitive electrical equipment from the mains prior to power interruptions.
- Maintain hot and cold water supplies to dwellings as far as is possible and give notice to tenants of any planned interruptions. Such interruptions as are necessary shall be confined to between the hours of 9 a.m. and 4 p.m. No interruptions to any services shall occur at weekends or on public holidays.
- Where new heating installations are to be installed, as far as possible maintain the existing heating systems in operation until the new systems are complete and working.

5. METHOD/SEQUENCE OF WORK – PLASTERING AND DECORATING

- Internal wet trades, e.g. screeding and plastering should be completed and allowed to dry before the application of external wall insulation.
- When carrying out internal redecoration, Contractors are to redecorate only one room at a time in each dwelling.
- Contractors are not to commence redecoration before all repairs to the surface to be decorated have been completed.
- Not more than one coat of paint or stain is to be applied to a surface on any one day, irrespective of manufacturers' recommendations.

6. LIAISON WITH TENANTS

- Notify the tenant each day before starting work on their dwelling and again before any work involving a different trade commences.
- On each visit to a property, explain clearly the purpose of your visit, what the work will involve, when it will be done and how long it will take.
- Do not move tenants' belongings without their permission or in their absence.
- Do not use the following without the tenant's permission:
 - Any belongings such as ladders or chairs
 - Tenants' telephones (any calls should be paid for)
 - WC or kitchen (e.g. to make tea)
 - Tenant's electricity, gas or water
 - Bathroom or kitchen to clean equipment (if permission is given, rooms must be left clean and tidy)
- Keep inconvenience to tenants to a minimum. When a repair cannot be completed in one visit, leave the property with all services left on and warn occupiers of any hazards.
- When repairs are completed, notify the tenant that the work is finished. Clean up, remove all rubbish, packing materials, etc. and obtain the tenant's signature that the work has been completed.

7. PLEDGE CARDS

Contractors are to co-operate with the Association's policy of issuing Pledge Cards to tenants. The cards set out what the tenant may expect from the Contractor and on the reverse describes what in return the Contractor may expect from the tenant. Contractors are to produce and distribute Pledge Cards when requested.

8. BEHAVIOUR OF WORKPEOPLE

The highest standards of behaviour are required from Contractors' workpeople; in particular:

- Remain courteous at all times and avoid getting into an argument or dispute with tenants. In case of such a situation arising, refer the matter to the Association's staff.
- If an altercation develops, inform the CA as soon as possible. In the case of serious events, the Association will require the submission of a written report.
- Contractors should warn their staff that in certain situations, tenants might become provocative towards them. Avoid any aggressive reaction or behaviour despite any provocation.
- Do not use bad language, drink alcohol at work or appear to be drunk.
- Do not make comments or gestures that could be offensive or distasteful or which have racist or sexual implications.
- Do not wear clothing or display body markings that could be deemed offensive to others.

9. CONFIDENTIALITY

- Contractors should instruct operatives not to involve themselves in discussion with tenants, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Association's business or concerning other tenants, their homes, other properties or other contractors.
- Any enquiry from tenants or others concerning PHA's business should be diplomatically redirected to the appropriate Association staff.

10. DISCRETION

Contractors are requested to act at all times with discretion. Contractors should instruct operatives that when in discussion with tenants, or others, to refrain from criticising other contractors, PHA or its directors and staff. If defective work or installations are discovered, be careful not to cause alarm to tenants but report problems back to the CA without delay to obtain instructions.

11. IMPROPRIETY

Contractors should report any improper suggestions made or implied by a tenant that might place the contractor in a compromising situation, e.g. any attempts to bribe the contractor's workpeople to carry out additional or special work. Report any unauthorised, dangerous or illegal modifications discovered by the Contractor, e.g. bypassed electric meters or wiring connected to another tenant's electricity supply.

12. SAFETY

- Care and consideration will be required when working in the homes of elderly or disabled tenants. Pay particular attention to avoid restricting or impeding movement around the house, not leaving tools and materials lying on floors and maintaining adequate levels of warmth and comfort.
- Particular care must be exercised when work is carried out in the vicinity of small children, particularly with regard to sharp tools and toxic substances being kept well out of reach.

13. ACCESS TO DWELLINGS FOR WORK TO DOORS AND WINDOWS

- Redecoration of windows and doors is only to be carried out when doors and opening lights are in the open position.
- If a Contractor is unable to gain access to a dwelling, he should leave a card stating the date and time of his visit. The card should also give the Contractor's normal hours and out-of-hours telephone numbers and either the proposed time of the next visit or an invitation to the tenant to make contact to arrange another date and time.
- If the Contractor fails to gain access on his second visit, he must again leave a card as outlined above.
- If the Contractor fails to gain access on his third visit, he should notify the CA who will attempt to arrange for access on behalf of the Contractor.
- Contractors should expect that a small proportion of dwellings will present problems relating to access. Contractors are to allow for all costs relating to arranging access to dwellings.

14. KEYHOLDING

Wherever possible, work should be carried out or access obtained to premises when the tenant or representative is present. Any other arrangement for keyholding or unaccompanied access should be discouraged, or if unavoidable, kept to a minimum. The holding of keys to a tenanted property is at the Contractor's risk and must never occur without the specific agreement of the tenant.

15. SCAFFOLDING

In the case of occupied dwellings, inform the tenant of the time and date when scaffolding will be erected. Ensure that scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors. Arrange for scaffolding to be dismantled as soon as it is no longer required.

16. USE OR DISPOSAL OF MATERIALS

All surplus materials are to be disposed of by the Contractor off site unless otherwise stated.

Fixtures and fittings belonging to the occupants are to be carefully removed and offered to the occupants for retention. Unwanted items are to be disposed of off-site.

Old windows, window frames and glass are to be removed from site at the end of each day or kept in locked skips until removal.

The disposal of asbestos is covered in clauses 7.12 to 7.14 of this code.

17. WORKING HOURS

- 0800 to 1800, Monday to Saturday. Whenever Saturday working is proposed, comply with the requirements of clause 6.15 of this code, OVERTIME WORKING.
- Under no circumstances is any portion of the Works, or related operations, to be undertaken on Sundays except where the work is necessary to avoid injury to persons or damage to property or for the safety of the Works, in which case the Contractor is to advise the CA immediately of the steps taken.
- Should the carrying out of any other work on a Sunday appear to be unavoidable for any reason, the Contractor is to apply in writing for and obtain the prior permission of the CA.
- Overtime rates will not be paid for work outside normal hours except where such work is required and authorised by the CA.
- From 19 December to 5 January, work is only to be carried out to occupied dwellings with the prior agreement of the tenant whilst no work at all is to be carried out from 23 December to 1 January, on Public Holidays and from Good Friday to Easter Monday.

18. COMPLETION IN SECTIONS OR PARTS

- Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its completion, depend for its adequate functioning on work located elsewhere on the site, complete such other work in time to permit such possession to take place.
- During execution of the remainder of the Works, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

9. FACILITIES, TEMPORARY WORK & SERVICES

GENERALLY

1. LOCATIONS

Inform CA of the intended siting of all spoil heaps, temporary works and services.

2. TEMPORARY WORKS

Maintain, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

ACCOMMODATION

3. ROOM FOR MEETINGS

When specified in the tender documents, provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs for up to four PHA staff plus the appropriate number of Contractor's staff. The room may be part of the Contractor's own site offices.

4. SANITARY ACCOMMODATION

When specified in the tender documents, provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff. The accommodation must include an adequate number of appliances, wash hand basin(s) with hot and cold water supply, with adequate heating, lighting and ventilation.

5. USE OF TENANTS' SANITARY APPLIANCES will not be permitted.

6. ACCOMMODATION/LAND NOT INCLUDED IN THE SITE

When specified in the tender documents, use of an area for siting huts, etc. for the duration of the Contract without charge may be assumed by the Contractor, provided that:

- It is used solely for the purposes of carrying out the Works.
- The use to which it is put must not involve undue risk of damage.
- Any temporary adaptations must be approved by or on behalf of the Employer before being carried out.
- It must be vacated on completion of the Works or determination of the Contract.
- When vacated, its condition must be at least equivalent to its condition at the start of the Contract.

7. CONTRACTOR'S FACILITIES

When specified in the tender documents, Contractors will be required to provide fixed welfare facilities at specified locations and transient site facilities at any other locations. Statutory Regulations must be complied with and the Contractor's detailed arrangements must be approved by the CDM Co-ordinator before he will allow work to be started. There are information sheets published by the Health and Safety Executive on the requirements for both fixed and transient sites.

TEMPORARY WORK

8. NAME BOARD

Where contracts provide, Contractors will be required to obtain approval for and provide a suitable temporary name board on site displaying:

- Title of project (sign written)
- The PHA logo and project specific wording (sign written)
- If the Contractor wishes, names of Contractor and Subcontractors.
- A drawing showing the layout and style of lettering for the name board will be supplied at the commencement of the Contract.
- Maintain in good condition and remove and make good on completion.

9. NAME BOARDS/ADVERTISEMENTS

Contractor's/subcontractors' name boards will be permitted in approved position(s) and form, and subject to any required consent. Advertisements will not be permitted.

SERVICES AND FACILITIES

10. LIGHTING

During finishing work and inspection, provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

11. LIGHTING AND POWER

- The Contractor is to provide all necessary temporary lighting and power for the Works in accordance with BS 4363 and BS 7375 and pay all costs arising.
- The Contractor will not be permitted to use a tenant's electricity supply.

12. WATER

- The Contractor is to provide all necessary water for the works and distribute, alter and adapt supplies as necessary.
- The Contractor will not be permitted to use a tenant's water supply. The Contractor is to obtain water from the water company and pay all charges.
- Where mains supply is not available, the Contractor will be deemed to have allowed for transportation of water.

13. TELEPHONES (*Alternative 1 of 2*)

Temporary on site telephone: Provide as soon as practicable after the Date of Possession for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer.

Responses: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.

Employer's call charges: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

14. MOBILE TELEPHONES (*Alternative 2 of 2*)

Direct communication: As soon as practicable after the Date of Possession, provide the Contractor's person in charge with a mobile telephone.

15. FAX INSTALLATION (*Where specified in the contract documents*)

General: As soon as practicable after the Date of Possession, provide a suitable on site fax installation, with a separate dedicated telephone line, for use by the Contractor, Subcontractors and those acting on behalf of the Employer.

Employer's call charges: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

16. E-MAIL FACILITY *(Where specified in the contract documents)*

General: As soon as practicable after the Date of Possession provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer.

Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

17. BENEFICIAL USE OF INSTALLED SYSTEMS

Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before practical completion of the works it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

18. METER READINGS

Where charges for service supplies need to be apportioned, ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.

19. THERMOMETERS *(Where specified in the contract documents)*

Provide on site and maintain in accurate condition:

- A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- A thermometer for measuring concrete and ground temperature.