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4 PROTECTION

4.1 GENERAL

4.1.1 Scope

- 1 This Part specifies the requirements associated with the protection of the Works and other works, watching and lighting and for Site hoarding.

4.2 PROTECTION OF THE WORKS

4.2.1 General Protection

- 1 The Contractor shall take full responsibility for the care and protection of the Works and Temporary Works against damage of any kind for the duration of the Contract.
- 2 In the event of any damage to the Works or Temporary Works, the Contractor shall undertake all necessary repairs at his own cost.

4.2.2 Protection of Finishes, Equipment and Surfaces

- 1 The Contractor shall take full responsibility for the protection of finishes, equipment and surfaces that form part of the Works. Protective coatings and wrappings shall be left on items for as long as possible and practicable.
- 2 In the event of any damage to finishes, equipment or surfaces, the Contractor shall all necessary undertake repairs at his own cost.

4.3 PROTECTION OF OTHER WORKS

4.3.1 Protection Against Damage

- 1 The Contractor shall take all necessary precautions to avoid causing any unwarranted damage to roads, land, properties, trees and other features and, during the currency of the Contract shall deal promptly with any complaints by owners or occupiers.
- 2 Where any portion of the Works is close to, across, or under any existing apparatus, the Contractor shall temporarily support and work round, under or adjacent to the apparatus in a manner designed to avoid damage, leakage or danger, and to ensure uninterrupted operation of the apparatus.
- 3 Should any leakages or damage be discovered, the Contractor shall at once notify the Engineer and the owner concerned, as appropriate and the Contractor shall afford every facility for the repair or replacement of the apparatus affected.
- 4 The Contractor shall be held responsible for any damage caused by him, his work people, sub-contractors or suppliers to public or private roads, paved areas, paths, verges, trees, shrubs, fences, boundary walls, gates, signs, drains, ducts and services during the execution of the Contract and shall bear the cost of making good any damage to the entire satisfaction of the local and other authorities and owners. The Contractor shall keep all private roads and paths clean and free from dirt and debris and any obstruction associated with the works, which would prejudice the safe and unimpeded normal use of the said roads and paths.

4.3.2 Procedure for Complaints and Claims for Damage

- 1 .Details of all claims for damage or warning of intended claims for damage which the Contractor may receive shall be brought to the attention of the Engineer without delay. Likewise, any such claims or warning, which may be submitted directly to Engineer shall be passed on to the Contractor without delay

- 2 A similar exchange of information shall also be made in relation to all complaints which may be received.
- 3 The Contractor shall notify the Engineer in writing immediately following any damage or injury resulting from the execution of the Works.
- 4 The Contractor shall be responsible for all costs associated with the repair of other works due to damage caused by the Contractor.

4.3.3 Protection of Survey Control Points

- 1 The Contractor shall protect all Government survey control points within the limits of the site from any damage whatsoever, during the construction of the Works.
- 2 All control points shall be clearly marked on Site by the Contractor and any necessary temporary protection works shall be installed as directed by the Engineer.
- 3 Should any control point be damaged during the course of the works, its replacement and any other costs incurred (such as resurveying) shall be borne by the Contractor.
- 4 The Contractor shall consult the Survey Section of the Ministry of Municipality(MM) prior to the commencement of any works determine if the works is likely to disturb survey marks. If the Survey Section requires a survey mark to be moved the Contractor will be responsible for recreating the survey mark to an approved design and specification, and for resurveying the point using survey companies approved by the Survey Section.
- 5 The Contractor shall be responsible for the protection of the survey marks within the boundaries of the site for the duration of the Contract and shall be liable for all costs of remedial works required by the survey section if damaged by the Contractor
- 6 Prior to the issuing of the Certificate of Completion of Works the Survey Section will issue a certificate stating that all survey marks, whether disturbed or otherwise by the Contractor, have been reinstated or protected to the satisfaction of the survey section.
- 7 In the event of failure to comply with the requirements of this clause the Engineer, without prejudice to any other method of recovery, may deduct the costs of any remedial work after the time for completion carried out by the survey section, from any monies in its hands or which may become due to the Contractor

4.4 WATCHING AND LIGHTING

4.4.1 Protection of the Public

- 1 Further to Clause 19 of the General Conditions of Contract, the Contractor shall provide all watching and lighting and everything else necessary by day and night for the protection of the public.

4.4.2 Protection Against Theft

- 1 Further to Clause 19 of the General Conditions of Contract, the Contractor shall provide all watching and lighting and everything else necessary by day and night for the protection against theft of goods, materials, plant, etc., from the Site to whomsoever belonging.

4.4.3 Protection Against Damage

- 1 Further to Clause 19 of the General Conditions of Contract, the Contractor shall provide all watching and lighting and everything else necessary by day and night for the protection against damage of the Works.

4.4.4 Protection Against Trespass

- 1 The Contractor shall take all necessary and practicable precautions to prevent trespass onto the Site whether it is intentional or unintentional.

4.4.5 Watchmen

- 1 The Contractor shall provide watchmen at the Site at all times outside of normal working hours.

4.5 HOARDING

4.5.1 Temporary Site Hoarding

- 1 The Contractor shall only provide the temporary site hoarding described in this Clause where it is stated as a requirement in the Project Documentation.
- 2 The site hoarding shall be painted corrugated galvanised sheet or similar, not less than 2 metres high and neat and uniform in appearance. The colour and any logos on the hoarding shall be to the approval of the Engineer. The hoarding shall be a sufficient obstacle to prevent the access of unauthorised persons or children and shall be complete with all necessary entrance gates, fans, screens, guard rails and gantries as may be required to ensure the safety of the public, occupiers of adjacent lands and of the Works.
- 3 The Contractor shall maintain, move and adapt the hoarding as and when required during the progress of the Works and shall dismantle and remove upon completion of the Works.

END OF PART