

THE CHINESE UNIVERSITY OF HONG KONG
Estates Management Office / Campus Development Office
Regulations for Contractors Working
Within the University Campus (Sept 2013)

1) GENERAL

1.1 These regulations shall apply to all works being carried out within the University Campus, and to any access to work sites through the Campus. They are meant to supplement the Agreement & Schedule of Conditions of Building Contract for Use in Hong Kong – Standard Form of Building Contract or other forms of General Conditions of Contract being adopted or applied to construction works conducted by contractors within the Campus, irrespective whether formal contract documents have been executed. Copies of the said Conditions are available for scrutiny and perusal at the Campus Development Office (CDO) / Estates Management Office (EMO) of the University during regular office hours.

2) WORKING AREAS

- 2.1 The proposed location of any site office, workshop, storage shed and temporary storage area for material, garbage etc. in connection with the works must be agreed or approved in advance by CDO / EMO.
- 2.2 The storage of any material and debris must be kept within the allocated work site specified by CDO / EMO. There is no temporary storage / waiting-to-remove area allowed outside the allocated work site. All material must be stored and labeled according to the latest local legislations. The stockpiles on dump trucks or within site area should be covered or sprayed with water.
- 2.3 Any debris or spoil from the works must be collected and carted off the site outside the University Campus to a legal public dump on a daily basis or, in exceptional cases, to a location in Campus directed by The CDO / EMO. The Contractor must clear, discharge or remove any kind and any form of waste and debris diligently according to the latest local legislations. Burning of rubbish and waste material is not permitted. Debris or rubbish left in public access or communal areas including Refuse Collection Points / Depots in the University Campus will be considered as illegal dumping. Contractors shall provide evidence / records on their legal dumping in appropriate licensed facilities. The University may arrange removal of illegal dumping and impose a minimum charge of HK\$1,000 or at cost, whichever is higher, plus an administrative fee of HK\$500 for each occurrence to the contractor.
- 2.4 The University may also request the Contractor to provide any evidence to demonstrate the work is completed according to the latest local legislation. Should the contractor fail to do so, the University may reserve the right to suspend its work at the Contractor's cost until satisfactory recovery & precaution work is completed. Such work suspension instruction will not have any time and cost implication to the Contract.

2.5 The contractor shall be required to execute extensive care and adopt suitable alternatives in order to protect and minimize disturbance to the existing flora, fauna, wild lives and historical heritage. Any works that may not be prevented from affecting or disturbing landscaping or wild lives must be submitted with a plan for correction or compensation for CDO / EMO's approval.

3) VEHICLES & ACCESS ROADS

3.1 The contractor shall be permitted to use only those roads in the Campus to the extent prescribed by the CDO / EMO and under no circumstances shall his vehicles use any other roads. **Without formal permission given by the University, the Contractor shall not close any access road, car parks, grounds or facility within the University Campus for any reason. Written consent must be obtained from relevant departments / offices and CDO / EMO not less than 14 days in advance before any such closure. Contractor shall submit the "Application for Road Enclosure" and associated traffic arrangement allowing not less than 7 days for CDO / EMO's processing.**

3.2 Vehicles for the contractor's works must be parked inside the allocated works area. Parking in University parking lots, along University roads or on side walks is not permitted.

3.3 The operation of motor cycles in the University Campus by the contractor is prohibited.

3.4 The contractor shall provide all lorries hauling material to and from the University work sites with stout covers which shall be used at all times to prevent material falling onto the roads. He shall take all necessary steps such as brooming, wheel washing, spraying thoroughly with water or a dust suppression chemical, etc. to minimize dust generated and ensure that mud and debris are not carried onto the University roads by laden vehicles entering or leaving the work sites. The contractor should provide the corresponding facilities with routine maintenance records at his own cost, such as wheel washing facilities include high pressure water jets, wheel washing bays, tyre wheel machine together with paved road in between the facilities and the exit, if necessary.

3.5 The contractor shall ensure that any mud and debris carried onto University roads by his vehicles are removed there from as soon as possible, employing his own labour and equipment, failing which the University may arrange for their clearance at a charge to the contractor.

4) PERMITS

4.1 All motor vehicles for the contractor's works entering the university campus shall bear a valid registration certificate issued by the Hong Kong Government, and shall have valid third party insurance cover. In addition, all trucks operating in the University Campus shall exhibit a prominent sign bearing the name (in Chinese and English) of the construction firm engaging them.

- 4.2 The driver of any motor vehicle for the contractor's works shall be a licensed driver carrying a valid driving license issued by the Hong Kong Government. He shall observe strictly all traffic regulations, such as posted speed limits and designated stop signs, etc. currently enforced in the University Campus as well as the direction and guidance given by security guards and other authorized personnel of the University.
- 4.3 Trucks loaded with building material and machinery may not be permitted to leave the Campus unless issued with an exit permit by the CDO / EMO.
- 4.4 The University may issue entry permits to or impose such restrictions as deemed necessary from time to time on the contractor for the operation of any motor vehicle for his works in Campus.
- 4.5 Permit for Hot Works / Other Works affecting AFA systems
- 4.5.1 Contractor should apply for hot work permits and take all the necessary precautions for safety in case their works involving welding, flame cutting and grinding disc cutting which may create fire, sparks, or smokes. They should coordinate with the University fire services contractors to isolate the part of fire detection system that may initiate false alarm due to their work and reinstate the system after their hot work daily.
- 4.5.2 For small project taking less than or equal to 30 working days for completion, the University Fire Services Contractor shall cover free of charge to the contractor for daily isolate / reinstate the system due to the carrying out of hot works / works affecting AFA systems for 5 working days. For larger project taking more than 30 days for completion, the University F.S. Contractor shall cover free of charge to the contractor for daily isolate / reinstate the system due to the carrying out of hot works / works affecting AFA systems for 10 working days. In any case, the granted free of charges for such permit will be subject to the jurisdiction of EMO / CDO. Contractors requesting such permit period more than the above conditions will be required to pay for HK\$500/day for hiring of using University Fire Service Term Contractors to carry out related inspection and isolation of related systems.
- 4.5.3 A contractor will be subject to an administrative charge to the University, deductible from the contract amount, of a minimum charge of HK\$1,000 or at cost, whichever is higher, when false alarm occurred. There will also be other measures for warning and charge to stop the unsafe site operation as when necessary

5) RESPONSIBILITIES AND INDEMNITIES

- 5.1 The contractor shall ensure that vehicular entries onto or through the University are made only for duties necessary for the execution of his contractual works, and he shall be fully responsible for the behaviour of the drivers engaged in his works and the proper operation of their vehicles in Campus.

- 5.2 The contractor shall be solely liable for and shall indemnify the University in respect of any liabilities, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of any injury or damage whatsoever to any person whomsoever or any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the operation of any motor vehicle for his works in the University Campus, whether such is due to any negligence, omission or default of the driver, his agents or vehicle, or to any circumstances beyond his control.
- 5.3 Any injury or damage so caused shall be made good at the cost of the contractor. The University may make good such injury or damage herself or employ others to do so at her absolute discretion; and the contractor shall, on demand, pay to the University such sums as she may certify to be the cost of such making good.
- 5.4 The operation of any motor vehicle by its driver for the contractor's works within the University Campus shall be entirely at his own risk and the University shall not be responsible for any loss or damage.

6) WORK SITE MANAGEMENT

- 6.1 **All staff / workers of Main Contractor and his sub-contractors are prohibited to use any University vehicles / shuttle buses for transportation within the University. Main Contractor and his sub-contractors shall at their own cost to provide transportation for their staff / workers to site.**
- 6.2 Gambling in the University Campus is prohibited. The contractor shall be responsible for ensuring that his workmen or employees do not engage in gambling in any work site within the Campus.
- 6.3 The contractor shall not bring or keep any dogs in any work site for whatever purpose.
- 6.4 The contractor should guard against theft and pilfering of material, equipment and tools, etc. within his work sites. The University will not be responsible for any loss sustained by the contractor in this respect.
- 6.5 No person of the contractor shall be permitted to live in the work site.
- 6.6 The contractor shall keep his work site at all times in an orderly and hygienic condition and provide adequate firefighting and protective measures.
- 6.7 According to the Smoking (Public Health) Ordinance (Cap 371) and its amendments, the University campus has been stipulated as a “DESIGNATED NO SMOKING AREA” with effect from 1st January 2007. **All campus users are required to observe the statutory requirements and should not smoke or carry a lighted cigarette, cigar or pipe within the campus area, indoor or outdoor.** The contractor should take all necessary measures to ensure the strict compliance of his and his subcontractors’ workmen or employees to the above policy. The contractor will also be liable for any loss arising from or caused by such offence of his workmen or employees in this regard. Any person found smoking on campus may i) result in penalty under the law; ii) have his / her rights and privileges in the use of part or all of the facilities concerned suspended for a specified period of time or removed completely; iii) be liable to disciplinary action by the University in accordance with the established procedure.

- 6.8 The contractor shall be responsible for the behaviour of his workmen in and out the work site. He should ensure that no workmen loiter or rest outside the work site in University premises and grounds. If it is necessary for them to use University facilities such as canteens, they should abstain themselves from abusive languages and insolent behaviour and be decently dressed.
- 6.9 The contractor shall provide appropriate warning signs and adequate lights at night around openings of roads or grounds.
- 6.10 The Contractor and his workmen must ensure that all work sites have strictly observed statutory safety and fire regulations requirements and procedures.
- 6.11 Where foul water cannot be directed to foul sewer, septic tanks or chemical toilets should be employed at the contractor's cost.

7) ENVIRONMENTAL MANAGEMENT

- 7.1 The contractors and his workmen must observe and complete the works following the relevant local legislation regulating the environmental protection of the campus. Environmental aspects include but not limit to air emission, water pollution and conservation, waste management, resource management, noise, ecology and heritage.
- 7.2 The contractors and his workmen must take appropriate measures to prevent and mitigate pollution, and to follow but not limit to the measures stipulated in the 'Environmental Guidelines for Construction Sites' published by CDO / EMO. Contractors must adopt the measures stated in the guidelines where applicable and relevant to the construction activities.
- 7.3 The contractors must retain the relevant environmental records for submission to CDO / EMO upon request.

8) MISCELLANEOUS

- 8.1 The University has the rights to deduct charges from any monies due or to become due to the Contractors in CUHK.
- 8.2 Blasting will not be permitted.
- 8.3 The contractor shall make his own arrangement with the Authorities or Utility Companies concerned prior to commencing work for adequate supplies of water and electricity.
- 8.4 The contractor shall identify all existing University underground services in his work site prior to commencing work and take good measures to protect them or divert them as necessary.
- 8.5 The contractor shall not engage illegal immigrants to work at any University site.

- 8.6 No opening of roads, pavement, or grounds for services installation, connection, repair and works of any kind; nor closure of a thoroughfare, pedestrian walk, an engineering or building services installation or system; nor hot works of any kind, shall be commenced by the contractor without having obtained beforehand a requisite permit or written consent from the CDO / EMO, stipulating the scope and programme of any such work sanctioned.
- 8.7 The contractor shall not utilize any passenger lift for the transport of material to facilitate his work. If it is at all necessary to do so, he shall secure beforehand a permit or a written consent from the CDO / EMO, stipulating any specific and restricted utilization permitted.
- 8.8 In case of a commotion, brawl, accident, mishap, fire involving the contractor or environmental incidents, he should immediately inform the Security Officer (3943 7999 or 2603 5222) and the Estates Management Office (3943 6666). The contractors should report any incident with investigation and appropriate corrective and preventive actions taken to the USO, EMO and CDO for review.