

Scaffolding 19

Industry-specific supplements to and amendments of AB-U 07 for scaffolding contracts. Adopted by the Swedish Construction Federation, Byggföretagen, and the Swedish Scaffolding Contractors Association, STIB

Preface

What characterises a scaffolding contract is that the total works are not a part of the employer's own completed total works, and thus are not subject to final inspection in the traditional sense. The parties instead carry out a joint final check after the completion of the scaffolding work, normally when the scaffold has been dismantled and removed from the site, in order to determine whether the scaffolding contract is approved.

A scaffolding contract is further characterised by the employer taking over the scaffold after a check of the same. The check must be carried out by both the contractor (the party that erects the scaffold) and the employer (the party that uses the scaffold), see clause 19.

The term scaffold also includes weather protection.

General Conditions AB 04 and AB-U 07

- For the scaffolding contract, the General Conditions of Sub-Contract AB-U 07 apply and as a consequence of this the General Conditions of Contract for Building and Civil Engineering Works and Building Services AB 04 apply in applicable parts, with the following industry-specific amendments and supplements. It is therefore assumed that the parties are familiar with AB-U 07 and AB 04.

Scope

- Supplementing AB-U 07 clause 2, it is prescribed that these industry-specific supplements are placed between 2 and 3 in the order of priority as position 2.5.
- The scaffolding contract covers, unless otherwise prescribed, transport, assembly, leasing and dismantling of agreed scaffold.
- Supplementing AB 04 Chapter 1 § 8, it is prescribed that the contractor has the right to assume that the assembly area when the contractor takes over the site is accessible, cleared, roughly planned, free from ice and snow and that the assembly area has bearing capacity and is made level for the load class for which the scaffold is intended, that the required installation and storage area is in close proximity to the assembly area and that the necessary transport route with sufficient bearing capacity is available between the installation and storage area and the assembly area.
- The contractor shall provide and pay for the necessary enclosures to the assembly area¹ for unauthorised persons during the erection of the scaffold. The contractor removes such enclosures when the scaffold has been approved. The contractor in a corresponding way is responsible for the necessary enclosures when dismantling the scaffold.
- If there is a risk of a collision with a scaffold, the employer must provide and pay for the necessary collision protection and reflectors or lighting in order to warn vehicle traffic and pedestrians.
- The employer shall pay for any land rent.
- The employer shall give an account to the contractor of the material that the scaffold shall be fixed in.

1. The parties shall already in the tender phase jointly ensure that there is no ambiguity regarding the division of responsibilities between (i) the employer's undertaking regarding the site's overall enclosures and (ii) the contractor's undertaking with regard to enclosures to the installation area.

- After choice of scaffold design, the contractor must;

- report to the employer the forces that will be applied to the foundation, whereby the employer must ensure that the foundation can absorb these forces (bearing capacity of the soil).
- dimension required fixing points and perform and pay for tensile tests of fixings to the required extent, but always at least 10% of the total number of fixings, unless the parties have agreed otherwise. If fixing takes place in different structures, this applies for each structure.

- Unless otherwise prescribed in the contract documents, the employer shall perform and pay for the repair of fixing holes to the scaffold.

Execution

- The work shall be conducted in accordance with the safety and security regulations ("skydds- och säkerhetsföreskrifter") in force. It is incumbent on the employer to inform the contractor of any specific environmental and health risks at the site in question.
- Before the total works commence, the contractor shall conduct a self-inspection that the conditions in accordance with clause 4 above are at hand.

Organisation

- ID06 and personnel ledger*

All persons who shall work at the site must have a valid ID 06 card and be pre-registered in accordance with the applicable rules on electronic personnel ledgers in the construction industry. The contractor is obliged to maintain and keep its own personnel ledger available for the Swedish Tax Agency. Detailed information, for example to whom the pre-registration is to be made, must be provided by the employer prior to the start of the work.

Times

- The rental period is calculated from the day the scaffold or part of the scaffold is approved in accordance with clause 19 below. If approval does not take place within the prescribed time due to the employer's failure, the rental period is calculated from the day that the approval would rightfully have taken place. If approval does not take place within the prescribed time due to the contractor's failure, the rental period is only counted from the day that the scaffold or part of the scaffold is assembled by the contractor and checked and approved by the employer. The rental period ends at the agreed time for dismantling, or if such has not been agreed, from the day when the scaffold according to information from the employer, is available to the contractor for dismantling, however, not earlier than five (5) working days after the employer has provided notice thereof.
- Dismantling of scaffold shall take place within two weeks after the employer has called for dismantling, unless the parties have agreed on a time for dismantling.

Liability and rectification of defects

- Amending AB 04 Chapter 5, it is prescribed that § 2 (premature use) is deleted.
- Amending AB 04 Chapter 5 § 17, first and second paragraph, it is prescribed that:

The words "inspection report/the inspection report" be replaced with "report from final check". The wording "by the expiry of the guarantee period" is replaced by "within 2 years from the approval of the total works".

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18. Amending AB 04 Chapter 5 § 22 (insurance) it is prescribed that:

Unless otherwise stipulated in the contract documents regarding the parties' insurances, the following shall apply.

The contractor shall have all-risk insurance against damage caused to the total works, including the scaffold itself. The employer shall be named as co-insured. The insurance shall apply during the contract period and, in the case of damage for which the contractor is liable, for at least five years after the approval of the total works. The insured amount shall be equivalent to the replacement value of the total works in addition to work provided by the employer. This also applies to the scaffold itself. The policyholder's excess shall not be more than three price base amounts.

The contractor shall also have third party liability insurance for construction work during the contract period and for at least five years after approval of the total works. The insured amount shall not be less than 200 times the price base amount. The policyholders' excess shall not be more than three price base amounts.

Price base amount means the price base amount at the time of the conclusion of the agreement.

The contractor shall supply the employer with evidence of the agreed insurances. If the contractor omits to do this and this matter is not rectified, the employer may himself contract insurance at the contractor's expense.

In case of loss each party shall be obliged to make use of the agreed insurance.

19. Amending AB-U 07, it is prescribed that clause 9 (ocular inspection) shall not apply.

When the scaffold is completed, the contractor must perform a check to ensure that the scaffold is correctly built and functions well. The employer must, if possible, participate in the check because the employer must inspect and approve the scaffold in connection with taking it over. STIBs "Facts about the Scaffold/Self-inspection of the Scaffold is a suitable aid for documentation of check and approval. The employer's approval does not limit the contractor's responsibility that the scaffold is handed over in the agreed condition.

20. The employer shall continuously during the rental period be responsible for checking the scaffold in accordance with what is stipulated in AFS 2013: 04 § 61 (or AFS, Swedish Work Environment Authority's statute book, in force at any given time).
21. The employer is not entitled to use the scaffold for purposes other than those agreed. Interference with or additions to the scaffold, such as covering, weatherproofing and signs, may only be carried out by the contractor.
22. When the scaffold is made available to the contractor for dismantling, it shall be well-cleaned and washed of solid and loose waste such as stone, mortar and the like and in the condition in which it was provided, taking into account normal wear and tear. In this connection it is incumbent on the employer to, among other things, clean scaffold parts that require special cleaning after a scaffolding contract, for example during facade plastering, casting work, works in oil tanks, odours from process industries. If this cannot be done, it is incumbent on the employer within the same period of time to replace the material with the equivalent, otherwise the employer may run the risk of being obliged to compensate the contractor's damage due to the failure.

Costs and payment

23. Amending AB 04 Chapter 6, it is prescribed that §§ 15–16 be deleted and replaced with:

The employer may, during the contract period, and after the employer's approval of the total works, retain a reasonable sum relating to claims for liquidated damages, damages and other claims in connection with the contract or other construction contract between the parties.

Inspection

24. Amending AB 04, it is prescribed that Chapter 7 be deleted and replaced with:

(i) After written notification from the contractor that the works are completed, the employer shall without delay call the contractor for a joint final check. At the final check, the parties shall examine and assess whether the works have been carried out in accordance with the contract and that no damage has occurred.

(ii) At the final check, the employer must prepare a report, where it is noted, who was present, what defects and/or damages were complained of, time limit for rectification of defects and whether the total works were approved. The employer must approve the total works if there are no defects and/or damage during the final check or after the defects complained of and/or damage have been rectified.

(iii) If the contractor fails to attend the final check, it may nevertheless be carried out by the employer. If the final check is not carried out within the prescribed time due to the employer's failure, the total works are considered approved from the day the final check should rightfully have been carried out.

25. Amending AB-U 07, it is prescribed that clauses 14–22 (Inspection) be deleted.

Cancellation of contract

26. Supplementing AB 04 Chapter 8 § 1, it is prescribed that the employer has the right to cancel the contract with regard to outstanding works if the contractor does not follow the site's conduct and safety rules and fails to make rectifications as soon as possible despite a written request to that effect.
27. If the contract is cancelled in accordance with AB 04 Chapter 8 § 2, the contractor is entitled to dismantle and take back the scaffold with the necessary access to the site for this.

General facilities and general works

28. Amending AB-U 07 clause 26, it is prescribed that the final sentence shall not apply.
29. The contractor will be provided with electricity.
30. The contractor will be provided with a staff quarters and toilet.
31. At a site where a crane, overhead crane or loader are located and are available, these will be provided to the contractor.
32. The design and placement of signs on scaffolding, in order to enable the contractor to be easily contacted in the event of feared or occurred damage, shall be agreed between the parties.

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