

PRELIMINARIES
&
SUPPLEMENTAL CONDITIONS
Relating to
CIVIC OFFICE - FIRE SAFETY WORKS
at
CIVIC OFFICE
MILTON KEYNES CITY COUNCIL
1 SAXON GATE EAST
MILTON KEYNES
MK9 3EJ

Client

MILTON KEYNES CITY COUNCIL

Ref. 2025-XXX

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SECTION 1
INTRODUCTION

1.0 INTRODUCTION

Following a recent fire risk assessment commissioned by the council to assess the current / up to date effectiveness of the internal fire compartmentation and in conjunction with a full fire door condition survey report; the council is now seeking a suitably qualified and experienced contractor to carry out a series of retrospective works to rectify where breaches have been found in the compartmentation walls. Additionally, works will involve replacement / repair fire doors where these have been identified as being defective (or where it is no longer possible to repair the fire door back to deliver the sufficient fire resistance).

The compartmentation report identified a range of breaches in the level of fire resistance where building services have been installed, particularly to electrical cupboards (dry and wet services risers), plant rooms, server rooms and general storage areas. Also noted within these services areas was evidence of (or what appears to be) a non-fire resisting expanding foam product used to fill breaches in fire-resisting compartmentation.

A full visual appraisal of each fire door was also carried out with the recommendations ranging from simple signage installation / correction to full doorset replacements.

Upon completion, the works will be submitted to Milton Keynes City Council's (MKCC) Building Control department for overall approval and as such all works will need to be certifiable (in that they meet the required standard, use recognised products and that the 'repairs' now enable that element of the building to meet the minimum approved fire resistance applicable (i.e. 30 or 60 minutes).

The building is the main office for MKCC with in excess of 800 staff working from the office on any given day. MKCC's concerns are that where existing fire stopping has been compromised, patch repairs will not enable the required certified solution (to satisfy the Building Control application). The affected areas of damaged fire stopping are therefore to be removed and replaced in full unless stated within the Schedule of Works.

The appointed contractor will be provided with electronic copies of the full fire risk assessments along with the building's fire strategy – we have included within the tender package an annotated photosheet which aims to illustrate the location and the type of fire stopping breaches.

The project, therefore, will involve works of the following nature:

- Replacement of fire doors (estimated 16 doorsets).
- Repairs to existing fire doorsets (replacement / retrofit smoke / combined seals, replacement hinges, signage installation, minor frame and door repairs etc.) – to restore the fire integrity of fire rated doorsets.
- Adaption / extension of existing fire rated partitions - where these have been noted to be incomplete and therefore offer insufficient fire resistance.
- Renewal of fire stopping of service penetrations through compartment walls - where these have been noted as incomplete, defective or missing.

The Contractor / Sub-contractor is to provide accredited fire certification (covering products used and accredited labour) for all fire safety works completed ahead of the client's submission for Building Control approval.

Additionally,

- Strip out works to the ground floor area formerly leased to National Westminster Bank – these extend to removal of partition walls (a mixture of brick, blockwork

and plasterboard walls), removal of suspended ceilings and inset lighting units, strip out of redundant warm air heating ductwork within the ceiling void plus data cabling and power ring removal from partition walls ahead of their dismantling and removal.

PROVISIONAL SUMS – Please note that the figures inserted into the Schedule of Works document have been assessed on a 'worst-case' scenario basis. These amounts should not be viewed as the amount that MKCC would necessarily expect to pay for each individual element of work.

The provisional sums will be omitted at the commencement of the project with the actual cost for the additional works to be agreed with the contractor (i.e. time spent by accredited contractor to satisfactorily complete the task + cost of materials used + contractor's agreed OH&P % for extra over works)

Item	Description	£	p
	<p style="text-align: center;">SECTION 2</p> <p style="text-align: center;">PROJECT PRELIMINARIES</p>		

Item	Description	£	p
2.0	PROJECT PARTICULARS		
2.1	TENDERING/SUBLETTING/SUPPLY - MAIN CONTRACT TENDERING		
2.1.1	SCOPE General: These conditions are supplementary to those stated in the invitation to tender and within / upon the Form of Tender.		
2.1.2	TENDERING PROCEDURE General: In accordance with the principles of the NBS Guide to Tendering for Construction Projects. <ul style="list-style-type: none"> Errors: Alternative 1 is to apply. 		
2.1.3	EXCLUSIONS Inability to tender: Immediately inform if any parts of the work as defined within the tender documents cannot be tendered. Relevant parts of the work: Define those parts, stating reasons for the inability to tender.		
2.1.4	ACCEPTANCE OF TENDER <ul style="list-style-type: none"> Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non- acceptance will be given. Costs: No liability is accepted for any costs incurred in the preparation of any tender. PRICING/ SUBMISSION OF DOCUMENTS		
2.1.5	PRELIMINARIES IN THE SPECIFICATION <ul style="list-style-type: none"> The Preliminaries/General conditions sections (2.00 - 3.34 inclusive) must not be relied on as having been prepared in accordance with SMM7. 		
2.1.6	PRICING OF PRELIMINARIES <ul style="list-style-type: none"> Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries then those charges must be clearly shown against the items. 		
2.1.7	PRICED DOCUMENTS <ul style="list-style-type: none"> Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. Measurements: Where not stated, ascertain from the drawings. Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender. Submit: with the tender. 		
2.1.8	TENDER <ul style="list-style-type: none"> General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. 		

Item	Description	£	p
2.1.9	<p>SUBSTITUTE PRODUCTS</p> <ul style="list-style-type: none"> Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered. Compliance: Substitutions accepted will be subject to the verification requirements of clause 2.2.9. 		
2.1.10	<p>HEALTH AND SAFETY INFORMATION</p> <p>Content: Describe 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.</p> <p>Include:</p> <ul style="list-style-type: none"> 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 this project with details of their qualifications and duties. Submit: Within one week of request 		
2.1.11	<p>OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN</p> <ul style="list-style-type: none"> Content: Submit the following information within one week of request: <ul style="list-style-type: none"> Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed. Details of the management structure and responsibilities. Arrangements for issuing health and safety directions. Procedures for informing sub-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 cooperation and coordination 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 training. Arrangements for consulting with all site workers. 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. 		

Item	Description	£	p
2.2	PROVISION, CONTENT AND USE OF DOCUMENTS		
	DEFINITIONS AND INTERPRETATIONS		
2.2.1	DEFINITIONS Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.		
2.2.2	COMMUNICATION Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements. <ul style="list-style-type: none"> Format: In writing to the person named in Article 3 of the main contract (or their appointed representative) unless otherwise specified. Response: Do not proceed until response has been received. 		
2.2.3	PRODUCTS <ul style="list-style-type: none"> Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works. Includes: Goods, plant, materials, site materials and things for incorporation into the Works. 		
2.2.4	SITE EQUIPMENT <ul style="list-style-type: none"> Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works. Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities. 		
2.2.5	CONTRACTOR'S CHOICE <ul style="list-style-type: none"> Meaning: Selection delegated to the Contractor, with specification liability transferred to the contractor. 		
2.2.6	SUBMIT PROPOSALS <ul style="list-style-type: none"> Meaning: Submit information in response to specified requirements. 		
2.2.7	TERMS USED IN SPECIFICATION <ul style="list-style-type: none"> Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services. Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for the purpose. Supply and fix: As above, but including supply of products to be fixed. Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed. 		

Item	Description	£	p
	<p>TERMS USED IN SPECIFICATION (Continued)</p> <ul style="list-style-type: none"> • All products to be supplied and fixed unless stated otherwise. • Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/or replacement. • Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed. • Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement. • Refix: Fix removed products. • Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions. • Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible. • System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function. 		
2.2.8	<p>MANUFACTURER AND PRODUCT REFERENCE</p> <ul style="list-style-type: none"> • Definition: When used in this combination: <ul style="list-style-type: none"> ○ Manufacturer: The firm under whose name the particular product is marketed. ○ Product reference: The proprietary brand name and/or reference by which the particular product is identified. • Currency: References are to the particular product as specified in the manufacture's technical literature current on the date of the invitation to tender. 		
2.2.9	<p>SUBSTITUTION OF PRODUCTS</p> <ul style="list-style-type: none"> • Products: If an alternative product to that specified is proposed, obtain approval from the Project Manager before ordering the product. • Reasons: Submit reasons for the proposed substitution. • Documentation: Submit relevant information, including: <ul style="list-style-type: none"> ○ manufacturer and product reference; ○ cost; ○ availability; ○ relevant standards; ○ performance; ○ function; ○ compatibility of accessories; ○ proposed revisions to drawings and specification; ○ compatibility with adjacent work; ○ appearance; ○ copy of warranty/ guarantee. ○ Alterations to adjacent work: If needed, advise scope, nature and cost. • Manufacturers' guarantees: If substitution is accepted, submit before ordering products. 		

Item	Description	£	p
2.2.10	<p>CROSS REFERENCES</p> <ul style="list-style-type: none"> • Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to. • Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply. • Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and workmanship also apply. • Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions. 		
2.2.11	<p>REFERENCED DOCUMENTS</p> <ul style="list-style-type: none"> • Conflicts: Specification prevails over referenced documents. 		
2.2.12	<p>EQUIVALENT PRODUCTS</p> <ul style="list-style-type: none"> • Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included. 		
2.2.13	<p>CURRENCY OF DOCUMENTS</p> <ul style="list-style-type: none"> • Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to tender. <p>DOCUMENTS REQUIRED ON BEHALF OF EMPLOYER</p>		
2.2.14	<p>DIMENSIONS</p> <ul style="list-style-type: none"> • Scaled dimensions: Do not rely on. 		
2.2.15	<p>THE SPECIFICATION</p> <ul style="list-style-type: none"> • Coordination: All sections must be read in conjunction with Main Contract • Preliminaries / Supplemental Conditions. 		
2.2.16	<p>DIVERGENCE FROM THE STATUTORY REQUIREMENTS</p> <ul style="list-style-type: none"> • Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers, and other regulatory authorities. • Action: Inform immediately. 		
2.2.17	<p>TECHNICAL LITERATURE</p> <ul style="list-style-type: none"> • Information: Keep on site for reference by all supervisory personnel: <ul style="list-style-type: none"> ○ Manufacturers' current literature relating to all products to be used in the Works. ○ Relevant British, EN or ISO Standards. 		
2.2.18	<p>MAINTENANCE INSTRUCTIONS AND GUARANTEES</p> <ul style="list-style-type: none"> • Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before Practical Completion. • Information location: In the Health & Safety File. • Emergency call out services: Provide sub-contractors telephone numbers for use post completion. 		

Item	Description	£	p
2.3	MANAGEMENT OF THE WORKS		
	GENERALLY		
2.3.1	SUPERVISION <ul style="list-style-type: none"> • General: Accept responsibility for coordination, supervision, and administration of the Works, including subcontracts. • Coordination: Arrange and monitor a programme with each sub-contractor, supplier, local authority, and statutory undertaker, and obtain and supply information as necessary for coordination of the work. 		
2.3.2	INSURANCE <ul style="list-style-type: none"> • Documentary evidence: Submit details before starting work on site and/or policies and receipts for the insurances required by the Conditions of Contract. 		
2.3.3	INSURANCE CLAIMS <ul style="list-style-type: none"> • Notice: 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, immediately give notice to the Employer, the Project Manager (as designed in the pre-start meeting) and the Insurers. • Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice. 		
2.3.4	CLIMATIC CONDITIONS <ul style="list-style-type: none"> • Information: Record accurately and retain: • Daily maximum and minimum air temperatures (including overnight). • Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost. 		
2.3.5	OWNERSHIP <ul style="list-style-type: none"> • Alteration/clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds. 		
	PROGRAMME/PROGRESS		
2.3.6	PROGRAMME <ul style="list-style-type: none"> • Master programme: Immediately when requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of: <ul style="list-style-type: none"> ○ Planning and mobilisation by the Contractor ○ Subcontractor's work. ○ Running in, adjustment, commissioning and testing of all engineering services and installations. ○ Work resulting from instructions issued in regard to the expenditure of provisional sums. ○ Work by others concurrent with the Contract. • Submit: One copy. 		

Item	Description	£	p
2.3.7	<p>START OF WORK ON SITE</p> <ul style="list-style-type: none"> • Notice: Before the proposed date for start of the work on site give minimum of ONE weeks' notice. 		
2.3.8	<p>MONITORING</p> <ul style="list-style-type: none"> • Progress: Record on a copy of the programme kept on site. • Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time. 		
2.3.9	<p>SITE MEETINGS</p> <ul style="list-style-type: none"> • General: Site meetings will be held to review progress and other matters arising from administration of the Contract. • Frequency: Every 3 weeks. • Location: Milton Keynes Civic Offices ('The Site') • Accommodation: Contractor's Allocated Site Office Area. • Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required. • Chairperson (who will also take and distribute minutes): Contract Administrator. 		
2.3.10	<p>NOTIFICATION OF COMPLETION</p> <ul style="list-style-type: none"> • Description: Give notice of the anticipated dates of completion of the whole or parts of the works. • Associated works: Ensure necessary access, services and facilities are complete. • Period of notice (minimum): one week. 		
2.3.11	<p>EXTENSIONS OF TIME</p> <ul style="list-style-type: none"> • Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the Contract, written notice must also be given of all other causes which apply concurrently. • Details: As soon as possible submit: <ul style="list-style-type: none"> ○ Relevant particulars of the expected effects, if appropriate, related to the concurrent causes. ○ An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion. ○ All other relevant information required. <p>CONTROL OF COST</p>		
2.3.12	<p>REMOVAL/REPLACEMENT OF EXISTING WORK</p> <ul style="list-style-type: none"> • Extent and location: Agree before commencement. • Carry out in ways that minimise the extent of work. 		
2.3.13	<p>PROPOSED INSTRUCTIONS</p> <ul style="list-style-type: none"> • Estimates: If a proposed instruction requests an estimate of cost, this is to be submitted without delay (maximum of 7 days). 		

Item	Description	£	p
2.3.14	<p>MEASUREMENT</p> <ul style="list-style-type: none"> Covered work: Give notice before covering work that requires to be measured or photographed. 		
2.3.15	<p>INTERIM VALUATIONS</p> <ul style="list-style-type: none"> Applications: Include details of amounts requested under the Contract together with all necessary supporting information. Submission: At least seven days before established dates. 		
2.3.16	<p>PRODUCTS NOT INCORPORATED INTO THE WORKS</p> <ul style="list-style-type: none"> Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values. Evidence: When requested, provide evidence of freedom of reservation of title. 		
2.4	<p>QUALITY STANDARDS/CONTROL</p> <p>STANDARDS OF PRODUCTS AND EXECUTION</p>		
2.4.1	<p>INCOMPLETE DOCUMENTATION</p> <ul style="list-style-type: none"> General: Where and to the extent that products or work are not fully documented, they are to be: <ul style="list-style-type: none"> Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used. Suitable for the purposes stated or reasonably to be inferred from the project documents. Contract documents: Omissions or errors in description and/or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract. 		
2.4.2	<p>QUALITY OF PRODUCTS</p> <ul style="list-style-type: none"> Generally: New. (Proposals for recycled products may be considered). Supply of each product: From the same source or manufacturer. Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance. Tolerances: Where critical, measure a sufficient quantity to ensure compliance. Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence. 		
2.4.3	<p>QUALITY OF EXECUTION</p> <ul style="list-style-type: none"> Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment. Colour batching: Do not use different colour batches where they can be seen together. Dimensions: Check on-site dimensions. Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance. Location and fixing of products: Adjust joints open to view so they are even and regular. 		

Item	Description	£	p
2.4.4	<p>WORKMANSHIP SKILLS</p> <ul style="list-style-type: none"> Operatives: Appropriately skilled and experienced for the type and quality of work. Registration: With Construction Skills Certification Scheme. Evidence: Operatives must produce evidence of skills/ qualifications when requested. 		
2.4.5	<p>INSPECTIONS</p> <ul style="list-style-type: none"> Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to: <ul style="list-style-type: none"> Date of inspection. Part of the work inspected. Respects or characteristics which are approved. Extent and purpose of the approval. Any associated conditions. 		
2.4.6	<p>RELATED WORK</p> <ul style="list-style-type: none"> Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is: <ul style="list-style-type: none"> Appropriately complete. In accordance with the project documents. To a suitable standard. In a suitable condition to receive the new work. Preparatory work: Ensure all necessary preparatory work has been carried out. 		
2.4.7	<p>MANUFACTURER'S RECOMMENDATIONS/INSTRUCTIONS</p> <ul style="list-style-type: none"> General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender. Changes to recommendations or instructions: Submit details. Ancillary products and accessories: Use those supplied or recommended by main product manufacturer. Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates. <p>SAMPLES/APPROVALS</p>		
2.4.8	<p>SAMPLES</p> <ul style="list-style-type: none"> Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either: <ul style="list-style-type: none"> To an express approval. To match a sample expressly approved as a standard for the purpose. 		
2.4.9	<p>APPROVAL OF PRODUCTS</p> <ul style="list-style-type: none"> Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme. Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained. Complying sample: Retain in good, clean condition on site. Remove when no longer required. 		

Item	Description	£	p
2.4.10	<p>APPROVAL OF EXECUTION</p> <ul style="list-style-type: none"> • Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme. • Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed. • Complying sample: Retain in good, clean condition on site. Remove when no longer required. <p>ACCURACY/SETTING OUT GENERALLY</p>		
2.4.11	<p>SETTING OUT</p> <ul style="list-style-type: none"> • General: Submit details of methods and equipment to be used in setting out the Works. • Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding. • Inform: When complete and before commencing construction. 		
2.4.12	<p>APPEARANCE AND FIT</p> <ul style="list-style-type: none"> • Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either: <ul style="list-style-type: none"> ○ Submit proposals; or ○ Arrange for inspection of appearance of relevant aspects of partially finished work. • General tolerances (maximum): To BS 5606, tables 1 and 2. <p>SERVICES GENERALLY</p>		
2.4.13	<p>SERVICES REGULATIONS</p> <ul style="list-style-type: none"> • New or existing services: Comply with the Bye Laws or Regulations of the relevant Statutory Authority. 		
2.4.14	<p>SERVICE RUNS</p> <ul style="list-style-type: none"> • General: Provide adequate space and support for services, including unobstructed routes and fixings. • Ducts, chases and holes: Form during construction rather than cut. • Coordination with other works: Submit details of locations, types/methods of fixing of services to fabric and identification of runs and fittings. <p>SUPERVISION/INSPECTION/DEFECTIVE WORK</p>		
2.4.15	<p>DEFECTS IN EXISTING WORK</p> <ul style="list-style-type: none"> • Undocumented defects: When discovered, immediately give notice to the Project Manager. Do not proceed with affected or related work until a satisfactory response has been received. • Documented remedial work: Do not execute work which may: <ul style="list-style-type: none"> ○ Hinder access to defective products or work; or ○ Be rendered abortive by remedial work. 		
2.4.16	<p>TESTS AND INSPECTIONS</p> <ul style="list-style-type: none"> • Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented. • Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time. • Records: Submit a copy of test certificates and retain copies on site. 		

Item	Description	£	p
2.4.17	<p>PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/EXECUTIONS</p> <ul style="list-style-type: none"> Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. Acceptability: Such proposals may be unacceptable and contrary instructions may be issued. <p>WORK AT OR AFTER COMPLETION</p>		
2.4.18	<p>WORK BEFORE COMPLETION</p> <ul style="list-style-type: none"> General: Make good all damage consequent upon the work. <ul style="list-style-type: none"> Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed. Cleaning: Clean the works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials. Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction. COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers. Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions. Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls. 		
2.4.19	<p>SECURITY AT COMPLETION</p> <ul style="list-style-type: none"> General: Leave the Works secure with, where appropriate, all accesses closed and locked. Keys: Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt. 		
2.4.20	<p>MAKING GOOD DEFECTS</p> <ul style="list-style-type: none"> Remedial work: When defect reported, arrange with the Contract Administrator. Rectification: Give reasonable notice for access to the various parts of the Works. Completion: Notify when remedial works have been completed. 		
2.5	<p>SECURITY/SAFETY/PROTECTION</p> <p>SECURITY HEALTH AND SAFETY</p>		
2.5.1	<p>EXECUTION HAZARDS</p> <ul style="list-style-type: none"> Common hazards: Not listed. Control by good management and site practice. Significant hazards: N/A 		
2.5.2	<p>CONSTRUCTION PHASE HEALTH AND SAFETY PLAN</p> <ul style="list-style-type: none"> Submission: Present to the Employer/client no later than one week before commencement of the work. 		

Item	Description	£	p
	<ul style="list-style-type: none"> • Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Plan includes the procedures and arrangements required by the CDM Regulations. • Content: Develop the plan from and draw on the Outline Construction Phase Plan, clause 2.1.11, and the Preconstruction Information. 		
2.5.3	<p>SECURITY</p> <ul style="list-style-type: none"> • Protection: 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 unauthorized access to the site, the Works and adjoining property. • Special requirements: N/A. 		
2.5.4	<p>STABILITY</p> <ul style="list-style-type: none"> • Responsibility: Maintain the stability and structural integrity of the Works during the Contract. • Design loads: Obtain details, support as necessary and prevent overloading. 		
2.5.5	<p>OCCUPIED PREMISES</p> <ul style="list-style-type: none"> • Extent: All units will be vacant throughout the works project. • Works: Carry out without undue inconvenience and nuisance and without danger to building users, staff and neighbouring properties. 		
	PROTECT AGAINST THE FOLLOWING		
2.5	<p>POLLUTION</p> <ul style="list-style-type: none"> • Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution. • Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information. 		
2.5.7	<p>NUISANCE</p> <ul style="list-style-type: none"> • Duty: 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. 		
2.5.8	<p>ASBESTOS CONTAINING MATERIALS</p> <ul style="list-style-type: none"> • Duty: Report immediately any suspected materials discovered during execution of the Works. <ul style="list-style-type: none"> ○ Do not disturb. ○ Agree methods for safe removal or encapsulation. 		
2.5.9	<p>DANGEROUS OR HAZARDOUS SUBSTANCES</p> <ul style="list-style-type: none"> • Duty: Report immediately suspected materials discovered during execution of the works. <ul style="list-style-type: none"> ○ Do not disturb. ○ Agree methods for safe removal or remediation. 		
2.5.10	<p>FIRE PREVENTION</p> <ul style="list-style-type: none"> • Duty: 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"). 		

Item	Description	£	p
2.5.11	<p>SMOKING ON SITE</p> <ul style="list-style-type: none"> Smoking on site: Not permitted. 		
2.5.12	<p>BURNING ON SITE</p> <ul style="list-style-type: none"> Burning on site: Not permitted. 		
2.5.13	<p>MOISTURE</p> <ul style="list-style-type: none"> Wetness or dampness: Prevent, where this may cause damage to the Works. Drying out: Control humidity and the application of heat to prevent: <ul style="list-style-type: none"> Blistering and failure of adhesion. Damage due to trapped moisture. Excessive movement. 		
2.5.14	<p>WASTE</p> <ul style="list-style-type: none"> Includes: Rubbish, debris, spoil, containers and surplus material. Minimize: Keep the site and Works clean and tidy. Remove: Frequently and dispose off site in a safe and competent manner: <ul style="list-style-type: none"> Non-hazardous material: In a manner approved by the 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. <p>PROTECT THE FOLLOWING</p>		
2.5.15	<p>EXISTING SERVICES</p> <ul style="list-style-type: none"> Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations. Identification: 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: <ul style="list-style-type: none"> Comply with service authority's/statutory undertaker's 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: <ul style="list-style-type: none"> Below ground: use signboards, giving type and depth; and Overhead: use headroom markers. Damage to services: If any results from execution of the Works: <ul style="list-style-type: none"> 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. 		

Item	Description	£	p
2.5.16	<p>ROADS AND FOOTPATHS</p> <ul style="list-style-type: none"> Duty: 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. 		
2.5.17	<p>RETAINED TREES/SHRUBS/GRASSED AREAS</p> <ul style="list-style-type: none"> Protection: Preserve and prevent damage, 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. 		
2.5.18	<p>EXISTING FEATURES</p> <ul style="list-style-type: none"> 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. Special requirements: Tarmac car parking areas. 		
2.5.19	<p>EXISTING WORK</p> <ul style="list-style-type: none"> Protection: Prevent damage to existing property undergoing alteration or extension. Removal: Minimum amount necessary. Replacement work: To match existing. 		
2.5.20	<p>BUILDING INTERIORS</p> <ul style="list-style-type: none"> Protection: Prevent damage from exposure to the environment, including weather, flora, and other causes of material degradation during the course of the work. 		
2.6	SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING		
2.6.1	<p>WORKING HOURS</p> <ul style="list-style-type: none"> Specific Limitations: N/A Otherwise working hours are Monday to Friday 7:00am to 7:00pm and Saturdays 7:00am to 5:00pm. 		
2.7	FACILITIES/TEMPORARY WORKS/SERVICES		
	GENERALLY		
2.7.1	<p>SPOIL HEAPS, TEMPORARY WORKS, AND SERVICES</p> <ul style="list-style-type: none"> Location: Give notice of intended siting. Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good. 		
	ACCOMMODATION		
2.7.2	<p>TEMPORARY ACCOMMODATION</p> <ul style="list-style-type: none"> Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site. Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal. 		

Item	Description	£	p
	TEMPORARY WORKS		
2.7.3	<p>ROADS</p> <ul style="list-style-type: none"> Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause 2.5.16: <ul style="list-style-type: none"> Details: To be agreed. Restrictions on use: To be agreed. Protective or remedial measures: To be agreed. 		
	SERVICES AND FACILITIES		
2.7.4	<p>LIGHTING</p> <ul style="list-style-type: none"> Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation. 		
2.7.5	<p>LIGHTING AND POWER</p> <ul style="list-style-type: none"> Supply: Electricity from the Employer's mains may be used for the Works as follows: <ul style="list-style-type: none"> Metering: Not Applicable. Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply. 		
2.7.6	<p>WATER</p> <ul style="list-style-type: none"> Supply: The Employer's mains may be used for the Works as follows: <ul style="list-style-type: none"> Metering: Not Applicable. Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply. 		
2.17.7	<p>TELEPHONES</p> <ul style="list-style-type: none"> Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with mobile contact details 		
2.7.8	<p>USE OF PERMANENT HEATING SYSTEM</p> <ul style="list-style-type: none"> Permanent heating installation: May be used for drying out the Works/services and controlling temperature and humidity levels. Installation: If used: <ul style="list-style-type: none"> Take responsibility for operation, maintenance, and remedial work. Arrange supervision by and indemnification of the appropriate subcontractors. Pay costs arising. 		
2.7.9	<p>METER READINGS</p> <ul style="list-style-type: none"> Charges for service supplies: Where to be apportioned ensure that: <ul style="list-style-type: none"> Meter readings are taken by relevant authority at possession and/or completion as appropriate. Copies of readings are supplied to interested parties. 		

Item	Description	£	p
2.8	OPERATION/MAINTENANCE OF THE FINISHED WORKS		
	GENERALLY		
2.8.1	<p>THE HEALTH AND SAFETY FILE</p> <ul style="list-style-type: none"> • Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) are carried out. • Contractor designed and performance specified work: Obtain or prepare details of construction methods and materials, general maintenance instructions and as-built drawings. • Other information: Obtain or prepare details of utilities and services, materials hazards, access requirements/restrictions and maintenance and decommissioning instructions. • Number of copies: Submit 2 copies to the Employer. • Latest date for submission: One week before the date for completion stated in the contract. 		
2.9	CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF		
2.9.1	<p>MANAGEMENT AND STAFF</p> <ul style="list-style-type: none"> • Cost significant items: <ul style="list-style-type: none"> ○ Project specific management and staff. ○ Extraordinary support costs. ○ Staff travel. 		
2.10	CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION		
2.10.1	<p>SITE ACCOMMODATION</p> <ul style="list-style-type: none"> • Details: Site accommodation required / not made available by the Employer: See section 2.7. • Cost significant items: <ul style="list-style-type: none"> ○ Temporary toilets and welfare in accordance with Schedule 2 of the CDM Regulations 2015. ○ Site accommodation (i.e. rest areas, offices, mess room) and, storage containers. ○ Temporary works in connection with site establishment. ○ Furniture and equipment. ○ IT systems. ○ Consumables and services. ○ Brought in services. ○ Sundries. 		
2.11	CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES		
2.11.1	<p>SERVICES AND FACILITIES</p> <ul style="list-style-type: none"> • Details of services or facilities required / not made available by the Employer: See section 2.7. • Cost the following significant items as deemed required by the contractor: <ul style="list-style-type: none"> • Temporary water supply • Temporary electrical supply • Temporary mobile telephones and administration 		

Item	Description	£	p
2.12	CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT		
2.12.1	MECHANICAL PLANT <ul style="list-style-type: none"> • Cost significant items: Include here for all specialist plant and equipment required by the contractor to successfully complete the works. 		
2.13	CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS		
2.13.1	TEMPORARY WORKS <ul style="list-style-type: none"> • Details of temporary works required / not made available by the Employer: See section 2.7: • Cost significant items: <ul style="list-style-type: none"> ○ Generally. ○ Hoists. ○ Access plant. ○ Other plant as required by the contractor to carry out the works. ○ Scaffolding systems including MEWPs and towers. 		
2.14	CONTRACTOR'S GENERAL COST ITEMS: SECURITY		
2.14.1	SECURITY <ul style="list-style-type: none"> • Cost significant items: <ul style="list-style-type: none"> ○ Hoardings, heras fences and gates 		

Item	Description	£	p
	<p style="text-align: center;">SECTION 3</p> <p style="text-align: center;">SUPPLEMENTAL CONDITIONS</p>		

Item	Description	£	p
3.0	SUPPLEMENTAL CONDITIONS		
3.1	<p>BRITISH AND OTHER STANDARDS</p> <p>Where in relation to any goods or materials to be used or supplied or work to be carried out under this contract, there is reference to a British Standard, the Contractor may, with the prior written consent of the Contract Administrator and provided all other requirements of the specification / Schedule of Works in relation to such goods, materials or work are complied with, use or supply such goods or materials or carry out such work in accordance with the following standards in order of preference :-</p> <ul style="list-style-type: none"> - British Standards implementing International Standards. - British Standards and British Technical Approvals. <p>any other standards.</p> <p>In each case equal consideration will be given to the standards of other member states of the European Community if it can be shown that such standards offer equivalent guarantees and performances.</p>		
3.2	<p>PROVIDE EVERYTHING NECESSARY</p> <p>Allow for providing everything necessary for the proper carrying out of the Works whether or not shown on the drawings or described in this Specification or the Contract Conditions, provided the same may be reasonably inferred therefrom.</p> <p>STATUTORY REQUIREMENTS</p>		
3.3	<p>SAFETY, HEALTH AND WELFARE OF WORKPEOPLE</p> <p>The Contractor shall comply with the Health & Safety at Work Act 1974, together with all current legislation, in particular; the Management of Health & Safety Regulations, the Manual Handling Operations Regulations, the Workplace (Health, Safety & Welfare) Regulations, the Personal Protective Equipment at Work Regulations, the Provision & Use of Work Equipment Regulations, the Construction Head Protection Regulations, the Construction (Health, Safety & Welfare) Regulations, the Construction (Design & Management) Regulations 2015, the Control of Substances Hazardous to Health Regulations 2002 (COSHH), including Asbestos Regulations.</p> <p>The legislation listed above are not limiting and the Contractor shall allow to include for his full responsibilities in respect of all current statutes and guidelines under the above main heading or otherwise as applicable to the contracted works.</p> <p>All the sanitary arrangements shall conform to the requirements of the Local Authority and shall be kept in a thoroughly clean and orderly condition.</p>		
3.4	<p>NUISANCE AND NOISE CONTROL</p> <p>The Contractor shall take all necessary precautions to reduce to a minimum annoyance from noise, dust, and similar causes. The Contractor's specific attention is drawn to the provisions of Section 60 of the Control of Pollution Act 1989 with reference to the control of noise and to the requirements of BS 5228 - Code of Practice for noise control on construction and demolition sites - and shall be responsible for complying with any requirements, restrictions or consent or any other stipulations of the Council as Local Authority. In particular the following conditions should be observed:</p>		

Item	Description	£	p
	<p>(1) Where appropriate mechanical equipment must be silenced and screened</p> <p>(2) Noisy equipment should be sited away from noise-sensitive areas (including loading and unloading of lorries)</p> <p>(3) Mechanical plant should be shut down when not in use and engine covers closed when in use.</p> <p>(4) All plant and silencing equipment should be regularly and effectively maintained.</p> <p>(5) The hours of work of any mechanical plant or machinery shall be restricted to the period 0800 to 1800 hours Monday to Fridays unless otherwise agreed by the CA and the Centre Manager.</p> <p>Failure to take proper steps to minimise noise may result in the service of a notice under Section 60 of the Act. For further information, the Contractor is advised to contact the Council's Environmental Health Officer.</p>		
3.5	<p>TRAFFIC REGULATIONS</p> <p>The Contractor shall comply with the Road Traffic Regulations Act 1984, or any amendments or re-enactment thereof or regulation made thereunder and any other applicable legislation. In the event of the Contractor needing to apply to the Environmental Services Department for a Temporary Traffic Order in respect of road closures etc., as much notice as possible should be given and in no case less than 3 weeks.</p> <p>Where the Contractor is required, for this project to work on or adjacent to the public highway, then the contractor must sign and guard the works in accordance with Chapter 8 of the Traffic Signs Manual 2009.</p> <p>PROGRAMMING</p>		
3.6	<p>PROGRAMME</p> <p>The Contract Administrator shall determine the outline programme for the Works and the Contractor shall as soon as is practicable produce for the Contract Administrator a programme for the whole of the works, including the works of his Sub-Contractor and other concurrent works within the Contract. The period allowed for the completion of the works is to include any time required by the Contractor for the supply of specified materials and fabricated units to the site.</p> <p>Two copies shall be forwarded to the Contract Administrator and one copy retained in the Site Office and kept up-to-date by regular recording of progress. This chart shall be modified or redrafted should any circumstances arise affecting the progress of the works, and any such changes shall not be construed as an agreement to the granting of an extension of time.</p> <p>SUPERVISION</p>		
3.7	<p>CLERK OF WORKS</p> <p>The Employer shall be entitled to appoint a Clerk of Works whose duty shall be to act solely as Inspector on behalf of the Employer under the directions of the Contract Administrator and the Contractor shall afford every reasonable facility for the performance of that duty. If any direction is given to the Contractor by the Clerk of Works the same shall be of no effect unless confirmed in writing by the Contract Administrator within two working days.</p>		

Item	Description	£	p
3.8	<p>PERSON IN CHARGE</p> <p>The works are to be carried out under the control of a competent "directly employed" site representative in accordance with the Conditions of Contract whose primary function will be to organise and supervise the works. The carrying out of any practical element of the works by the person in charge must not detract from their ability to exercise this primary function.</p> <p>Where work is arranged to be undertaken at completely separate locations within the same contract, further persons are to be appointed to take charge of each site or sites.</p>		
3.9	<p>ACCESS FOR THE CONTRACT ADMINISTRATOR TO THE CONTRACTOR'S WORK</p> <p>The Contract Administrator and Representative shall at all reasonable times have agreed access to the works and to the workshops or other places used by the Contractor where work is being prepared for this Contract.</p>		
3.10	<p>SITE LABOUR</p> <p>LABOUR</p> <p>The term 'labour' and 'operatives' in this Specification refer to all of the Contractor's Employees whether directly employed or separately employed as or by subcontractors or as self-employed persons. The Contractor shall be fully responsible for the entire workforce, however employed, engaged, and authorised to carry out the specified work on their behalf.</p> <p>The Contractor is to maintain detailed records of the names of all operatives so employed and the dates and times of their attendance on site. These records are to be held available for the Contract Administrator's inspection when requested.</p> <p>The Contractor is to inform their operatives of the specific duties and obligations contained herein and shall especially draw their attention to those requirements which relate to access and working in or around office premises, the provision of protective coverings and those general matters which relate to behaviour and respect of others.</p>		
3.11	<p>DRESS CODE FOR CONTRACTOR'S OPERATIVES ON SITE</p> <p>The Contractor shall ensure that all persons employed in the direct performance of the works on site, including sub-contractors, shall at all times be properly attired in similar and appropriately identifiable dress. At no time shall the approved clothing be less than a short sleeve T-shirt and purpose designed shorts (not cut down jeans).</p> <p>The Contractor shall bear all costs of purchase, replacement and identification of such clothing and shall also bear the cost of appropriate laundry arrangements.</p> <p>The Contractor shall ensure that all operatives wear appropriate Personal Protective Equipment (PPE) at all times.</p>		
3.12	<p>PERSONAL PROTECTIVE EQUIPMENT</p> <p>The Contractor shall ensure that all site operatives wear suitable personal protective clothing and equipment at the workplace in full compliance with legislation and good practice guidelines applicable throughout the construction Phase.</p>		

Item	Description	£	p
3.13	<p>IDENTIFICATION CARDS FOR OPERATIVES</p> <p>The Contractor shall provide each operative employed by the Contractor, or any of the Contractor's sub-contractors, with an identity card which shall bear the holder's passport sized photograph, together with date of issue and Contractor's name, address, and telephone number to facilitate verification by the Contract Administrator. The identity card shall be encased in clear vinyl and be permanently sealed. The Contractor will be responsible for the cost of producing the identity cards. The cards are to be worn at all times that the operative is on site and are to be produced on request.</p>		
3.14	<p>SMOKING</p> <p>Smoking is not permitted in or around the site and the Contractor is to make provision in his quotation for any arrangements required to meet the needs of the workforce in this respect and ensure compliance with current law.</p>		
3.15	<p>TRANSISTOR & DAB RADIOS / PERSONAL MUSIC PLAYERS</p> <p>The playing of transistor radios / personal music players will not be permitted on site.</p>		
	<u>WORKING ARRANGEMENTS</u>		
3.16	<p>EMERGENCY AND OUT OF HOURS ATTENDANCE</p> <p>The Contractor must provide the names and telephone numbers of at least three members of their staff that may be contacted at any time of day or night should any emergency related to the works occur. The Contractor will be required to attend immediately to rectify any fault at no extra cost to the Employer. The right to call upon the Employer's operational standby or emergency repair service which provides first aid or temporary repairs only in response to the Council's own caretaking / security team or the emergency services and to recharge the Contractor is reserved.</p>		
3.17	<p>CONTINUITY</p> <p>The Contractor is not to commence work until he is satisfied of site conditions and that all labour, materials plant, and equipment required to fully complete the specified works are readily available on site. Additionally, the Contractor must, once work is commenced, proceed diligently to progress the work continuously so as to afford the minimum of disruption and inconvenience. If for any reason whatsoever the Contractor is unable to proceed with work the CA is to be informed without delay and provided with the cause and details of the arrangements to be made for re-commencement.</p>		
3.18	<p>DEFECTS</p> <p>The Contractor shall, during the period of the contract including the defects liability period, provide all necessary labour, materials, fixtures and fittings, plant, and equipment to provide a response within 2 working days of notification and to rectify any defective work within 7 days of the receipt of such notice.</p> <p>The Employer will advise the Contractor in writing (in duplicate) of all reported defects. The Contractor shall provide to the Employer a written return confirming the date or dates upon which remedial work was carried out together with brief details of the work done.</p>		

Item	Description	£	p
	<p>In the event of the Contractor failing to respond to the requests for remedial work as stated above the Employer may make other arrangements to remedy such defects. If in the opinion of the Employer these defects are the proper liability of the Contractor the cost of undertaking the remedial work will be charged to the Contractor.</p>		
3.19	<p>SAFEGUARDING THE WORKS</p> <p>The Contractor shall provide everything necessary for the protection of the site until completion of the Works and shall be responsible for and shall take all reasonable and proper steps for protection, securing, lighting, and watching all places on or about the Works and the site. No steps, scaffolding, ladders, or other plant shall be left accessible for unauthorised persons to enter the building or adjoining buildings.</p>		
3.20	<p>WORK WITHIN OCCUPIED BUILDINGS</p> <p>Where the Contractor is required to work within occupied buildings they shall allow for ample covering with clean sheets, all furniture, floors, and fittings in all places where the work is in progress and are to similarly cover and protect all floor coverings and surfaces of entrance halls, staircases, passages and other rooms or areas giving access to the works.</p> <p>Carefully remove furniture and movable fittings as necessary and replace them at completion.</p> <p>Carefully remove dust sheets at the end of each working day and on completion of the work within each room or part of the premises unless agreed in advance.</p> <p>Provide and use all necessary cleaning equipment including suitable industrial type vacuum brushing equipment and thoroughly clean the interior areas affected, to remove all dust, dirt and debris emanating from the works, Project Manager's satisfaction.</p> <p>The Contractor shall not make use of any furniture, fittings, or apparatus belonging to the Employer or Lessee.</p> <p>The Contractor shall at all times keep stairs, entrances and areas surrounding the building clear of obstructions, allowing sufficient access thereto with the minimum of inconvenience to the building's users.</p>		
3.21	<p>PRECAUTIONS TO PREVENT NUISANCE (TRESPASS)</p> <p>The Contractor shall take all reasonable precautions to prevent any trespass of adjoining property by tradespersons, plant, or materials under his control and to prevent nuisance from water, smoke, noise, dust, rubbish, or other elements during the progress of the Works and shall indemnify the Employer against any claims or action for damages for such trespass or nuisance.</p>		
3.22	<p>PROTECTION OF EXISTING FENCES, TREES AND SHRUBS</p> <p>The Contractor shall carefully preserve and protect all existing fences, walls, bollards, etc. from damage until completion of the Works.</p> <p>The Contractor shall carefully preserve and protect all trees and shrubs on the site, including gardens, lawns, plants, and the like within the boundaries of individual properties from damage until completion of the Works. Any damage so occurring shall be made good to the building owner's satisfaction without charge to the Employer.</p>		

Item	Description	£	p
3.23	<p>INCLEMENT WEATHER</p> <p>The Contractor's attention is drawn to the established winter provisions for the various trades. They shall maintain, where practicable, continuity of working during inclement weather and shall avail themselves of all reasonable means and aids to building which are currently available in order that delays may be prevented or minimised.</p> <p>In the event of the Contractor applying for an extension of time under Clause 2.7 of the Conditions of Contract due to exceptionally adverse weather conditions, the Contract Administrator, when assessing any such extension, will take into consideration the extent to which the Contractor has taken all practical measures.</p>		
3.24	<p>TEMPORARY SCREENS / TARPAULINS / COVERS</p> <p>The Contractor shall be at all times responsible for the security and weatherproofing within the scope of the works during the execution of their work. The Contractor shall provide and maintain temporary solid weatherproof screens whose construction and fixing shall be to the CA's approval to secure all properties where windows or parts of external walls have been removed. These screens shall be utilised to protect the property at all times outside the working day and at the following times during the working day:</p> <ul style="list-style-type: none"> a) when any particular property is not under the immediate supervision of Contractor's staff, b) when a building interior is exposed to harmful weather and snow, and c) at any time as the Contract Administrator shall reasonably direct. <p>Any temporary fixing made to the new or existing structures shall be removed by the Contractor and all damage or disturbance to any parts of the structure shall be made good at the Contractor's expense to the satisfaction of the Contract Administrator.</p> <p>Protection and weathering of exposed areas shall be the sole responsibility of the Contractor who is to provide and keep on site for use when necessary suitable tarpaulins and sheets to prevent the ingress water during the works. The Contractor shall be held responsible for any damage caused by failure or negligence in complying with these requirements.</p> <p>SITE TIDINESS</p>		
3.25	<p>RUBBISH – RECYCLING</p> <p>The Contractor shall include the provision for all recyclable rubbish to be disposed of via an accredited and licensed contractor and provide a fully documented audit trail which identifies all waste materials removed from site, together with documentation in support of their disposal for recycling.</p> <p>All rubbish resulting from the works, including glass and components removed, is to be cleared from the premises at the end of each working day. All entrance paths and steps giving access to the dwellings are to be kept clear at all times.</p> <p>Rubbish removed from the premises is to be stored in skips enclosed or within the Contractor's compound for bulk disposal.</p>		

Item	Description	£	p
3.26	<p>The Contractor is to advise the Highways Authority, before placing rubbish skips or containers upon the public highway, pavements, and streets.</p> <p>All rubbish is to be bucketed and lowered to ground level. <u><i>On no account is anything to be thrown from any roof or scaffolds.</i></u></p> <p>Make all arrangements and pay all charges in connection with the provision and siting of skips and with the disposal of rubbish and materials from the works.</p> <p>COMPLETION</p> <p>On completion of works and final inspection by the Contract Administrator clear away all access equipment, plant, surplus materials, rubbish etc., and leave the site clean and tidy.</p> <p>The Contractor shall clean each dwelling internally and externally as necessary and leave the premises in a fit condition for occupation.</p> <p>The parts of the dwellings and external works which are not directly included in the repair works, shall be returned to their existing standard as before the adjacent works were commenced, and any damage caused thereto shall be made good to the satisfaction of the Contract Administrator and at the Contractor's expense.</p>		
3.27	<p>PLANT AND EQUIPMENT</p> <p>SCAFFOLDING</p> <p>Unless otherwise instructed in the job specification or schedule of works, the Contractor shall provide all ladders, independent scaffolding, boarding, plant, work platforms and general access equipment required to provide proper safe working platforms complying with the recommendations of BS EN12811-1:2003 Temporary works equipment – Scaffolds, performance requirements and General Design, this to be read in conjunction with the National Access and Scaffold Federation Good Practice Documents NASC TG20:13 Design Guide & NASC TG20:13 Operational Guide.</p> <p>The contractor shall allow and include for the purpose and design of all temporary access equipment, giving careful consideration to the design and construction of scaffolding. The contractor shall make further specific provision for safe 24/7 (if applicable) access to users of the property for the duration of the contract works. Such provision shall include full overboarding boarding and debris sheeting to any platform lifts immediately above entrance / exits doors.</p> <p>The Contractor shall allow for all Scaffold and temporary support structures etc, to be erected solely by the employment of a bona fide licensed and fully insured scaffolding contractor. The main contractor shall notify the Employer in writing of the name of the intended scaffolding contractor and receive approval for use.</p> <p>The Contractor shall ensure that all other access / egress routes such as bin stores, emergency parking bays etc. are kept free of obstructions. Any potential problems are to be immediately drawn to the attention of the CA such that they can be resolved, prior to the commencement of any works.</p> <p>The main contractor shall be responsible for the provision of a formal handing over certificate prior to commencement and subsequent weekly inspections whilst in use, details of which are to be retained on site.</p>		

Item	Description	£	p
	<p>SCAFFOLDING (CONT)</p> <p>The main contractor is to provide a written risk assessment of all operations involved in carrying out the works and for all plant and materials used.</p> <p>The Contractor is to obtain any permission necessary before placing scaffolding on private land or buildings or in obtaining access via non-council property.</p> <p>The Contractor is to advise the Local Highways Authority Services, before placing scaffolding on public highways, pavements, and streets.</p> <p>Every consideration is to be given to the safe and appropriate placing of equipment and scaffolding.</p> <p>All entrances to buildings are to be kept clear and accesses to all entrances unobstructed at all times. Tubular uprights on paths and at all building entrances are to be clearly marked with fluorescent tapes.</p> <p>Scaffolding placed on public footpaths and/or common entrances to the schools are to be effectively illuminated during hours of darkness.</p> <p>Debris Protection:</p> <p>The Contractor shall allow to provide non flammable fine mesh netting, throughout all scaffolded lifts at roof level, including surrounding debris chute platforms.</p> <p>The Contractor shall further include for the provision of double boarding throughout lift platforms in relation to entrance / exists and walkway areas. Projecting and fully boarded fans are to be contracted over entrance / exits</p> <p>SUB CONTRACTORS AND SPECIFIED SUPPLIERS</p>		
3.28	<p>ASSIGNMENT AND SUB-CONTRACTS</p> <p>The Contractor's attention is particularly drawn to those clauses within the Contract relating to Assignment or Sub-contracting of the works and the most significant of these clauses are reproduced below for clarity.</p> <p><i>3.1 Neither the Employer nor the Contractor shall, without the written consent of the other, assign this Contract.</i></p> <p><i>3.2 The Contractor shall not sub-contract any part of the Works ... without the written consent of the Contract Administrator whose consent shall not be unreasonably withheld."</i></p> <p>These clauses will be rigorously enforced and failure by the Contractor to comply will lead to the determination of the Contract.</p>		
3.29	<p>SUB CONTRACTORS</p> <p>The Contractor shall be responsible for the supervision and administration of his Sub-Contractors and shall arrange a programme with each so as to permit the Contract to be completed by the date for completion.</p> <p>The Contractor shall provide general attendance on his Sub-contractors, such attendance shall be deemed to include the use of standing scaffolding, messrooms, sanitary accommodation and welfare facilities, providing space for office accommodation and for storage of plant and materials, providing light and water for their work and clearing away rubbish.</p>		

Item	Description	£	p
3.30	<p>SPECIFIED SUPPLIERS</p> <p>The Contractor shall be responsible for the placing of orders with all specified suppliers and shall arrange for the timing of deliveries to permit the Contract to be completed by the date for completion. The Contractor shall allow, within the relevant rates for fixing specified elsewhere, for the costs of receiving, unloading, storing, hoisting the goods and materials, and returning packings, carriage paid.</p> <p>TROPICAL HARDWOOD</p>		
3.31	<p>THE VOLUNTARY CODE OF CONDUCT FOR THE TIMBER TRADE</p> <p>Tropical hardwood imports should originate only from concessions managed according to a plan approved by the exporting Government and based along international guidelines. Particular attention should be paid to the sustainability of forest resources, the maintenance of biological diversity and the well-being of human societies relying on the forest.</p> <p>Timber imported from sustainably managed concessions should be identified by a globally standardised labelling scheme. Only timber imports clearly labelled under this system should be imported or retailed in Britain. The tropical hardwood industry should help create, and financially support, an international Rainforest Protection Fund, to promote sustainable tropical forestry. It should also help promote a greater diversity of tropical hardwood species and products on the international market.</p>		
3.22	<p>TIMBER GENERALLY</p> <p>All timber to originate from a sustainably managed concession or plantation approved under the Code of Conduct which regulates the import of tropical woods. All timber and timber products to be clearly marked or certified as complying with the above mentioned code. The materials stored by the contractor may be inspected and proof of the accredited source requested.</p>		
3.33	<p>ASBESTOS</p> <p>Prior to commencement of works a copy of the asbestos register for the building will be provided, where there is ANY cause for concern (such as in inaccessible areas or where previously inaccessible finishes are to be disturbed) the CA will arrange for an independent test of these areas and the reports and lab data sheets will be copied to the contractor for their records</p> <p>The contractor should assume that this building may contain asbestos materials not necessarily apparent or other embedded within the building fabric with the demised working area.</p> <p>The contractor shall immediately and without delay report the findings of any materials believed to contain asbestos materials to the CA.</p> <p><u>UNDER NO CIRCUMSTANCES IS THE CONTRACTOR TO REMOVE OR DISPOSE OF ASBESTOS CONTAINING MATERIALS WITHOUT THE SUBMISSION OF A RISK ASSESSMENT AND METHOD STATEMENT SPECIFIC TO THE BUILDING – THESE RAMS ARE TO BE ISSUED TO THE CONTRACT ADMINISTRATOR.</u></p>		

Item	Description	£	p
3.34	<p>THE PUBLIC CONTRACT (PC) REGULATIONS</p> <p><u>The PC Regulations will apply</u></p> <p>The employer is a 'contracting authority' and will be awarding a 'public contract' in accordance with the definitions set out in the regulations.</p> <p><u>Regulation 113 (Prompt payment)</u></p> <p>Regulation 113 of the PC Regulations requires that Employers pay valid and undisputed invoices within a 30-day period. There is also a requirement to ensure that invoices are considered and verified in a timely fashion. In addition, there is an obligation on contracting authorities to ensure that sub-contractors abide by the conditions, and that the terms are passed down the supply chain. Where a public contract doesn't provide for these requirements, they are deemed to be included, so that the obligations cannot be contracted out of.</p> <p>The JCT's payment provisions, allow for a 30-day period to apply to the payment process. The payment terms within Regulation 113 require that the payment terms are passed down the supply chain.</p> <p><u>Regulation 71 (Sub-contracting)</u></p> <p>Under Regulation 71 of the PC Regulations, there are provisions that require the Contractor to provide to the Employer basic information on the Contractor's immediate sub-contractors, which may be extended to lower tiers of sub-contractors.</p> <p>Under Regulation 71 the Employer has the right to insist on the removal of a sub-contractor where there are grounds for exclusion of that sub-contractor under Regulation 57.</p> <p><u>Regulation 73 (Termination)</u></p> <p>Regulation 73 includes for the right of the Employer to terminate the contract where:</p> <ul style="list-style-type: none"> • there has been a substantial modification to the contract which would have required a new procurement procedure within the meaning of Regulation 72. • at the time of contract award one of the mandatory grounds for exclusion applied and the Contractor should have been excluded from the procurement procedure. 		

Item	Description	£	p
	<u>PRELIMINARIES COLLECTION</u>		
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	CONTRACTOR'S NAME.....		
	Total Preliminaries Carried forward to Schedule of Works £		

VOID PAGE