nec3 Engineering and Construction

Short Contract

Bravo Contract 34536

A contract between **The Department for Environment, Food and Rural Affairs**

and **Mitie (Facilities Management) Ltd**

for **Light replacement to LED at Teesdale House**

Contents **Page**

Contract Forms

Contract Data 2

The *Contractor*'s Offer 14

The *Employer*'s Acceptance 14

Price List 15

Works Information 16

Site Information 22

Conditions of Contract CC1

Appendix 1 GDPR Requirements A1

	The *Employer* is
Name	Department for Environment, Food and Rural Affairs
Address	Nobel House, 17 Smith Square, London, SW1P 3JR
The *works* are	The replacement of building lighting to LED at Chichester Office. It will involve replacing the existing lighting system with LED including enhanced controls PIR, daylight dimming and improved central controls, per the agreed designs. The objective is to reduce the buildings overall operational carbon emissions by reducing the energy use of the lighting system, **(as fully described in the Works Information)**
The *site* is	**Teasdale House** **Lingfield Way** **Darlington** SL1 4GQ
The *starting date* is	01/11/2021
The *completion date* is	31/01/2022
The *period for reply* is	1 week
The *defects date* is	52 weeks after Completion
The *defect correction period* is	1 week
The *delay damages* are	£0 (Nil) per day.
The *assessment day* is the	20th of each month
The *retention* is	0 (Nil)%

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes

	The *Adjudicator* is
Name	The Royal Institution of Chartered Surveyors

The interest rate on late payment is 0.5% per complete week of delay.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions:

Option X7: Delay damages

Delay damages for Completion of the whole of the works are (£0) Nil.

Option X15: Limitation of the Contractor's liability for his design to reasonable skill and care

Applies

Option X16: Retention

The retention fee amount is 0%. The retention percentage is 0%

Option X18: Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to (£0) Nil.

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property, loss of damage to the Works, Plan and Materials and Equipment or liability for bodily injury or death for a person (not an employee of the Contractor) is limited to £1,000,000.

X18.3 The *Contractor's* liability for Defects due to his/her design which are not listed on the Defects Certificate is limited to £1,000,000.

X18.4 The *Contractor's* {Subcontractors} total employer liability, other than excluded matters detailed in Schedule 16 - Insurance, is limited to £10,000,000 in respect of each claim.

X18.5 The end of liability date is 6 years after the Completion of the whole of the *works*.

Option Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 30 days from the date of valuation.

Option Z

Option Z: Additional conditions of the Contract

The *additional conditions of contract* are described below. Each Option Z provision will apply as set out below.

Option Z1

Option Z1: Amending the Interpretation Provisions

Option Z1.1

Delete existing clause 12.1 and replace with:

"In this contract, except where the context shows otherwise

- words in the singular also mean in the plural and the other way round,
- words in the masculine also mean in the feminine and neuter and the other way round,
- references to a document include any revision made to it in accordance with this contract,
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and
- references to a standard include any current relevant standard that replaces it."

Option Z2

Option Z2: Confidentiality

Option Z2.1

Option Z2.2	For the purpose of this contract, **Personal Data** is information collected by the Contractor on behalf of the *Employer* in relation to this contract, which relates to living individuals who can be identified: • from that information • from that information combined with other details in (or likely to come into) the possession of the *Employer*. The *Contractor* keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person, including, without limitation, Others: • the terms of this contract and • any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Works except that the *Contractor* may disclose information • to its legal or other professional advisers, • to its employees and Subcontractors as needed to enable the *Contractor* to Provide the Works, • where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that (unless the *Contractor* is prohibited by law from doing so) prior to disclosure the *Contractor* consults the *Project Manager* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed, • which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, • which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or with the consent of the *Project Manager*.
Option Z2.3	The *Contractor* does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.
Option Z3 Option Z3.1	**Option Z3: Security** Without limiting this clause Z3, the *Contractor* fully complies with all security requirements stated in the Works Information.
Option Z3.1	Site admittance The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in connection with the *works*. The details include a list of

	names and addresses, the capacities in which they are employed, and other information required by the *Project Manager*.
Option Z3.2	The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.
Option Z3.3	Passes Employees of the *Contractor* and its Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Site stated in the Contract Data.
Option Z3.4	The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required.
Option Z3.5	Photographs The *Contractor* does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the *Project Manager*.
Option Z3.6	The *Contractor* takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.
Option Z4	**Option Z4: Data Protection**
Option Z4.1	The **Data Protection Acts** are the Data Protection Act 1998 and any other laws or regulations relating to privacy or personal data.
Option Z4.2	For the purposes of this contract and the Data Protection Acts • the *Employer* is the Data Controller and • the *Contractor* is the Data Processor.
Option Z4.4	The *Contractor* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract.
Option Z4.5	The *Contractor* has in place and maintains until the *defects date* • appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental,

	unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and • adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process Personal Data.
Option Z4.6	The *Contractor* immediately notifies the *Project Manager* if it receives • a request from any person whose Personal Data it holds to access his Personal Data or • a complaint or request relating to the *Employer's* obligations under the Data Protection Acts.
Option Z4.7	The *Contractor* assists and co-operates with the *Project Manager* in relation to any complaint or request received, including • providing full details of the complaint or request, • complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Project Manager* and • promptly providing the *Project Manager* with any Personal Data and other information requested by him.
Option Z4.8	The *Contractor* allows the *Employer* to conduct periodic audits of the *Contractor's* compliance with the Data Protection Acts. The *Contractor* complies with the instructions of the *Project Manager* to enable such audits to be carried out.
Option Z4.9	The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.
Option Z4.10	The *Contractor* immediately notifies the *Project Manager* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Contractor* or any Subcontractor.
Option Z4.11	The *Contractor* does not process the Personal Data outside the European Economic Area without the agreement of the *Project Manager*. Where the *Project Manager* agrees, the *Contractor* complies with the instructions of the *Project Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.
Option Z5	**Option Z5: Disclosure of Information**

Option Z5.1	A **Disclosure Request** is a request for information relating to this contract received by the *Employer* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
Option Z5.2	The *Contractor* acknowledges that the *Employer* may receive Disclosure Requests and that the *Employer* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Employer* consults with the *Contractor* before doing so in accordance with the relevant Code of Practice. The *Contractor* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Project Manager* and acknowledges that it is for the *Employer* to determine whether or not such information should be disclosed.
Option Z5.3	When requested to do so by the *Project Manager*, the *Contractor* promptly provides information in its possession relating to this contract and assists and co-operates with the *Project Manager* to enable the *Employer* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
Option Z5.4	The *Contractor* promptly passes any Disclosure Request which it receives to the *Project Manager*. The *Contractor* does not respond directly to a Disclosure Request unless instructed to do so by the *Project Manager*.
Option Z6	**Option Z6: Copyright**
Option Z6.1	**Material** means all materials prepared by or on behalf of the *Contractor* for the *works* and all updates, additions and revisions to them and any designs or inventions incorporated in them.
Option Z6.2	**Permitted Uses** means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information, modelling and repair of the *works*.
Option Z6.3	The *Contractor* grants to the *Employer*, with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of the Material for any purpose, including without limitation any of the Permitted Uses.

Option Z6.4	The *Employer's* licence carries the right to grant sub-licences and is transferable to third parties without the consent of the *Contractor* and survives termination (for any reason) of the *Contractor's* employment under this contract.
Option Z6.5	The *Contractor* is not liable for use of the Material for any purpose other than that for which it was prepared or provided.
Option Z7	**Option Z7: Discrimination**
Option Z7.1	The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the **"Discrimination Acts"**).
Option Z7.2	Where possible in Providing the Works, the *Contractor* co-operates with and assists the *Employer* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
Option Z7.3	Where an employee or Subcontractor employed by the *Contractor* is required to carry out any activity alongside the *Employer's* employees in any premises, the *Contractor* ensures that each such employee or Subcontractor complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities.
Option Z7.4	The *Contractor* notifies the *Project Manager* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with this contract and • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the *Employer* to attend) any associated meetings, • promptly allows access to any relevant documents and information and • co-operates fully and promptly with the investigatory body, court or tribunal.
Option Z7.5	The *Contractor* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of

	or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor*.
Option Z7.6	The *Contractor* includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.
Option Z8	**Option Z8: Quality Management and Audit**
Option Z8.1	The *Contractor* operates a quality management system for Providing the Works which • complies with the relevant parts of ISO 9001:2008 and ISO 9001:2008/Cor 1:2009, • incorporates an environmental management system consistent with ISO 14001:2004, • includes processes for delivering continual improvement following the guidance in ISO 9004:2009, • has third party certification from a UKAS approved accreditation body (or its equivalent) or is operating in preparation for accreditation within 12 months of the Contract Date • complies with good industry practice and • otherwise fully complies, and is consistent with the requirements set out in the Works Information.
Option Z8.2	The *Contractor* provides to the *Project Manager*, within one week of the Contract Date, a quality policy statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Works Information and are sufficiently detailed to demonstrate how the *Contractor* will Provide the Works in accordance with this contract.
Option Z8.3	The *Contractor* keeps a controlled copy of the quality plan available for inspection by the *Project Manager* at all times.
Option Z8.4	The *Contractor* complies with an instruction from the *Project Manager* to • change the quality plan so that it complies with the requirements of this contract or • correct a failure of the *Contractor* to comply with the quality plan.

Option Z8.5	The *Project Manager* and other persons authorised by him may carry out periodic audits of the *Contractor's* quality management system as specified in the Works Information. The *Contractor* allows access to the Working Areas and other premises used by the *Contractor* to Provide the Works and provides all facilities and assistance necessary to enable such audits to be carried out.
Option Z9	**Option Z9: Compliance with Legislation**

Option Z9.1	The *Contractor* Provides the *works*:
	• in a proper and workmanlike manner, and
	• in compliance with
	  ○ all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *works* or performance of any obligations under this contract, and
	  ○ any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected.

Option Z9.2	The *Contractor* is the principal contractor under the Construction (Design and Management) Regulations 2015 (the **"CDM Regulations"**) in respect of the *works* and performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.
Option Z10	**Option Z10: Fair Payment**
Option Z10.1	The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.
Option Z10.2	The *Contractor* includes in the contract with each Subcontractor • a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,

	• a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract and • a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor*.
Option Z10.3	The due date in this contract is the date on which the *Project Manager* certifies payment.
Option Z10.4	The *Contractor* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The *Contractor* includes this provision in each subcontract, and requires Subcontractors to include the same provision in each subsubcontract.
Option Z11	**Option Z11: Assignment**
Option Z11.1	The *Contractor* does not assign its interest in or any rights arising under this contract without the consent of the *Employer*.
Option Z11.2	The *Employer* may assign, charge or transfer its interest in this contract or any rights arising under it at any time without the consent of the *Contractor*. The *Employer* notifies the *Contractor* of any such assignment, charge or transfer.
Option Z11.3	The *Contractor* does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.
Option Z12	**Option Z12: Contractor's Design Submission Procedure**
Option Z12.1	Insert a new definition in clause 11.2: "*Contractor's* Design Documents are drawings, design details and specifications of work, Plant and Materials (unless otherwise provided by the *Employer*) for the *works*".
Option Z12.2	Delete clauses 21.2 and 21.3 and replace with the following: "21.2 The *Contractor* submits the *Contractor's* Documents to the *Supervisor* for acceptance at the times and in the manner and format stated in the Works Information.

	21.3 The *Supervisor* returns each *Contractor's* Document to the Contractor marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the *Supervisor* marks a *Contractor's* Document 'B' or 'C', he will state his reasons. A reason for not accepting a *Contractor's* Document is that it does not comply with: • the Works Information, • any previous *Contractor's* Document which: - the *Supervisor* has returned marked 'A', or - the *Supervisor* has returned marked 'B' and the *Contractor* has amended to incorporate the *Supervisor's* comments, • the applicable law or • any other provision of this contract. 21.4 If the *Supervisor* does not return a *Contractor's* Document within the *period for reply,* it is treated as having been returned marked 'A'. 21.5 Where a *Contractor's* Document is returned marked 'A', the *Contractor* proceeds with the relevant work in accordance with the *Contractor's* Design Document. 21.6 Where a *Contractor's* Document is returned marked 'B', the *Contractor* • amends the *Contractor's* Document to incorporate the *Supervisor's* comments, • submits the *Contractor's* Document as so amended to the *Supervisor* and • proceeds with the relevant work in accordance the *Contractor's* Document as so amended. 21.7 Where a *Contractor's* Design Document is returned marked 'C', the *Contractor* • amends the *Contractor's* Document to incorporate the *Supervisor's* comments, • re-submits it to the *Supervisor* for acceptance and • does not proceed with the relevant work until the *Supervisor* has returned it marked 'A' or 'B' and, where it is marked 'B', it has complied with clause 21.6 21.8 If the *Contractor* disagrees with the comment of the *Supervisor* on a *Contractor's* Document marked 'B' or 'C', he notifies the *Supervisor* within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the Works Information. The *Supervisor* replies within one week of receipt of the *Contractor's* notice either confirming or withdrawing his comment. A confirmation or withdrawal by the *Supervisor* is not an acceptance of the *Contractor's* opinion.

	21.9 If the *Contractor* does not notify the *Supervisor* within one week that he disagrees with a comment of the *Supervisor*, compliance with the comment does not give rise to a change in the Works Information."
Option Z14	**Option Z14: New Clause 60.1 (20)** **60.1 (20) Provisional Sums referred to in the Price List will be dealt with as a Compensation Event.**

The *Contractor*'s Offer

The *Contractor* is

Name Mitie (Facilities Management) ltd

Address Level 12, The Shard, 32 London Bridge Street, London SE1 9SG

The price for professional fees added to the Defined Cost is at a fixed rate (as per the ECC fees referenced in Schedule 31B of the Defra/Mitie Contract).

The percentage for overheads and profit added to other Defined Cost is at a fixed rate (as per the ECC fees referenced in Schedule 31B of the Defra/Mitie Contract).

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is **£79,995.24** (excluding VAT).

SUMMARY	
ITEM	**COST**
Cost Plan Excluding Fees & VAT	[redacted]
Mitie Gross Margin @ 8.70% (Mark-up = 9.53%)	[redacted]
Other Project Management Fees including Mark-Up	[redacted]
Total Cost of works ex-VAT	**£79,995.24**

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').

The *Employer*'s Acceptance

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').

Price List

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Following completion of the deliverables (deemed complete following acceptance by the Employer), the Contractor will make a payment application in respect of the assessment to deliverables within programme and the amount in question. This will then trigger payment to the Contractor.

Price list (please click below to open)

[redacted]

Works Information

1 Description of the *works*

Mitie shall carry works as detailed within the BCP W989250 and the works information will be agreed prior to start with 'Employer' PM.

The works are summarised as follows:

The purpose of the project is to replace the current lighting with a new low energy LED lighting and automatic lighting controls system. The existing lighting shall be removed and the existing wiring modified or replaced to serve the new LED lighting installation. The engineering contractor shall be responsible for the basic building works, ceiling tiles replacement, decoration and making good to ensure the final installation is complete and clean. The works required under this contract generally include but are not restricted to the following items:
Enabling Works
Strip out removal and disposal of existing
Lighting and Controls
Building Works
Removal of waste
Decoration and Cleaning
Testing and Commissioning
Operation & Maintenance Manuals
Training to site users / FM
As fitted Drawings

The *Contractor* provides the following to the *Employer*:

Item	**Date by which it will be supplied**
• Construction Phase Plan of the *works*; • Detailed programme of *works;*	At pre start meeting, prior to commencement of the *works*.
The *Contractor* allows for undertaking the *works* within normal working hours (Monday to Friday 08.00 to 18.00), other times require prior agreement from the *Employer*.	At pre start meeting, prior to commencement of the *works*.
The above times may vary to suit the working hours of surrounding tenants. The *Contractor* liaises with the tenants to programme /stage the *works* to minimise disturbance.	Note
The *Contractor* provides the *works* in such a way as to cause the least inconvenience possible to the *Employer* adjoining owners and the general public.	Prior to and during the *works*.
The *Contractor* provides protection and security for the *site* for the duration of the *works*.	Prior to and during the *works*.
The *Contractor* undertakes the *works* in a manner to limit the amount of superficial damage to the access and egress surrounding and common areas. The common areas must be protected from damage. The *Contractor* is responsible for reinstating damaged surfaces prior to Completion of the *works*.	Prior to and during the *works*.

The *Contractor* undertakes a schedule of condition prior to commencement of the *works*. The schedule of condition should cover the following areas: • All areas where installation and related works are being carried out; • All storage areas; • All access routes; • Other areas as agreed with the *Employer*.	
The *Contractor* complies with the designs within the Works Information.	Prior to and during the *works*.
The *Contractor* complies with the *Employers* Safety is Paramount Information, Constructing a better environment document, including, but not limited to the following requirements:	Prior to and during the *works*.
The project will be registered with the Considerate Constructors Scheme (CCS). The *Contractor* complies with the requirements of the scheme. The *Contractor* displays CCS posters on all public site information boards and additional banners erected where they are clearly visible to the public.	Prior to and during the works
All the *Contractors* people, subcontractors, designers and routinely visiting the Employers site shall be CSCS or affiliated scheme registered.	Prior to and during the works
In addition to the CSCS, CPCS, and CBH requirements detailed above, the *Contractor* ensures anyone acting as: • Site Manager and/or • Site General Foreman, • Area Operations team members supervising the *works*, • ECC Site Supervisors and ECC Project Managers , Must hold as a minimum a current CITB or IOSH Site Management Safety Training Scheme qualification.	At **pre start meeting, prior to commencement of the *works*.**
Everyone acting in the roles described above, must have attended CIRIA's 'Environmental Good Practice on Site' training or CITB 'Site Environmental Awareness Training Scheme within the last 5 years. Contractors may wish to provide comparable in-house environmental training. This must be approved by the *Employers* Construction Safety, Health & Environment Manager.	At pre start meeting, prior to commencement of the *works*.
The Principal Contractor is entirely responsible for safety and environmental management on site during construction. Risk assessments, method statements and permits must be produced in a style, language and level of detail suitable for the employees who will be working to them.	At pre start meeting, prior to commencement of the *works*.
The *Contractor* provides a schedule of risk assessments and method statements for significant activities during construction in or with their project Health and Safety Plans. The schedules must be updated when changes	At pre start meeting, prior to commencement of the works

occur on site or new hazards/activities come to light. Revised schedules must be forwarded to the ECC Project Manager, and the Site Supervisor.	
Site activities must be undertaken in accordance with the essential pollution prevention requirements and further best practices identified in PPG 6 Construction and demolition sites.	Prior to and during the works
The *Contractor* ensures that all their people, subcontactors and operatives are to wear the following PPE as a minimum on *site*: • Long trousers of a suitable kind • Safety boots with steel toe cap and mid sole • Safety helmet • High visibility vest or jacket • Suitable gloves • Suitable glasses when carrying out any activity unless the RA removes the requirement. A sufficient quantity and variety of PPE such as gloves, glasses, high visibility clothing and so on must be provided to allow for the immediate replacement of damaged or lost items, and to supply occasional visitors attending *site*.	Prior to and during the works
Construction teams must ensure adequate segregation between plant, vehicles and pedestrians. Adequate arrangements must be in place to prevent persons being put at risk from operated plant. Hoardings must be erected on landing areas, with two means of fall protection.	Prior to and during the works
The *Contractor* must include within inductions, information regarding the SHE Code of Practice, and what this means in respect of individual health, safety and environmental performance and behaviour. Inductions should be appropriate to the level of risk, the activities on the *site* and will include *site* specific SHE risks associated with the *works*. In particular the key items from the Environmental Action Plan (EAP) where relevant, will be shared during the induction.	Prior to and during the works
Projects lasting for 30 days or more must be inspected by the *Contractor's* own competent HS&E Advisor normally at two week intervals with at least one visit being for the purposes of an inspection which will be recorded. Following each recorded inspection, and within four working days of the visit, the HS&E Advisor's report will be provided to the following as appropriate: • *Employers* Project Manager • Project Manager Site Supervisor	Prior to and during the works
Clearing away of existing equipment on the *site* will be undertaken by the *Contractor* prior to commencement of *works*, unless otherwise agreed with the *Employer*.	Prior to and during the works

2 Drawings

List the drawings that apply to this contract.

Drawing title	Format
210909 Teesdale House Electrical E001 T1	PDF
210909 Teesdale House Electrical E002 T1	PDF
210909 Teesdale House Electrical E003 T1	PDF
210909 Teesdale House Electrical E004 T1	PDF

Drawings to be inserted here

210909 Teesdale House Electrical E00

210909 Teesdale House Electrical E00

210909 Teesdale House Electrical E00

210909 Teesdale House Electrical E00

Works Information

3 Specifications

The schedule of works as per 210916 Chichester Office Electrical Specification T1

Specification title	Format
210909 Teesdale House Electrical Specification T1.1	PDF
GPA NET Zero – Led Teesdale House - Preliminaries	PDF

210909 Teesdale House Electrical Spe

GPA Net Zero - LED Teesdale House - Pr

Specifications to be inserted here

4 Constraints on how the *Contractor* Provides the Works

1. The *Contractor* ensures the works do not restrict the operations of the *Employer* on *site* or neighbouring buildings.

2. The *Contractor* ensures that all necessary measures are implemented to protect building users from the hazards of the works.

3. All CDM 2015 Regulations apply.

4. All waste is the property of the *Contractor* and must be legally disposed of away from the site by the *Contractor*.

5. The *Contractor* allows to complete the works in a phased manner as agreed with the *Employer*.

6. Hoardings must be kept locked shut at all times, with secondary fall protecting kept in place.

7. All workmanship is to be in strict accordance with manufacturers' recommendations, British Standards, and all applicable codes of practice.

8. Contractor is permitted to sub-contract the works, provided the sub-contractor works off a back-to-back contract with this one, and whose appointment has been approved by the Employer.

9. Contractor must ensure that all design and deliverables complies with all relevant standards and guidance (such as ISO or BS standards for design, construction and commissioning)

10 Contractor shall be required to submit a weekly progress report. The Contractor shall be required to attend a progress meeting with the Employer, at least weekly, and discuss progress against the Programme and any issues and risks that may prevent completion.

11. While on the Site, the Contractor complies with any Health and Safety measures implemented by the Employer in respect of Contractor's Personnel and other persons working on the Site. This includes health screening and all relevant SOPs.

12. While on site, the Contractor will promptly notify the Employer of any Health and Safety hazards which may arise in connection with the performance of the Contract

Access

The *Contractor* ensures throughout the period of this Contract that the occupants of neighbouring or adjoining premises have unimpeded access to their respective premises.

Where the *works* require some temporary revision to the access arrangements, the *Contractor* is to be responsible for agreeing all such arrangements and the payment of any costs or any effect on the works.

The *Contractor* allows for additional investigations that it deems necessary for successful completion of the works, as detailed in this Works information.

Working times

The *works* will be noisy and disruptive to office based staff, therefore the *works* need to be done outside of normal working hours, unless the *Employers* project manager gives permission to do so, to the *Contractor* in writing.

The *Contractor* will be permitted to work **between 08:30 to 17:00 hours Monday to Friday.**

Works Information

5 Requirements for the programme

The *Contractor* submits his programme to the *Employer* for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in the form of Gantt chart) showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

(a) Period required for mobilisation/ planning & post contract award;
(b) The *starting date*;
(c) Each of the activities /items listed within the Price List;
(d) Key third party interfaces: lead in periods for materials and sub-Contractors; time required to obtain consents/waste permits; stated constraints; Contractors risks; and
(e) Completion date

The agreed project programme for this work is as agreed in (NEC 3) Project Programme: TBC

6 Services and other things provided by the *Employer*

The following items will be provided by the *Employer* to the *Contractor*:

Item	Date by which it will be provided
Water	the *starting date*
Electricity	the *starting date*
Welfare facilities	the *starting date*

Site Information

Contents

Section	Site information
1	Site information
2	Pre-construction Information

1 Site information

Covid 19 Risk Assessment

Any sub-contractors (if appointed) will need to comply with the Employer's access requirement's in order to be allowed on site to work. Mitie (the Contractor) will be responsible for ensuring the compliance of the sub-contractor with the Employer's access regulations.

Please click below to open

LIT 13130 - Code of practice for electrica

LIT 13133 - Code of practice for electrica

Darlington Asbestos_Managem

Copy of Residual Risk Register Teasda

2 Pre-construction information

The following documents contain the pre-construction information for the *works*:

Document	Revision	Date
PCI Mi Works Teasdale House	001	14/09/2021

Please click below to open

PCI Minor Works Teasdale House.pdf