

# **Local Procurement**

## **Invitation to Tender (“ITT”) for minor Building Fabric repair works**

Version – Final

FS0137 Southend YMCA Community School

Date Issued: 20<sup>th</sup> February 2023

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## Document Control

DfE and its advisers accept no liability whatsoever for any expense, liability, loss, claim, or proceedings arising from reliance placed upon this Local Procurement Invitation to Tender for minor building fabric repairs at Southend YMCA Community School.

Version History				
Date	Editor	Version	Status	Reason for change
7 Feb 23	Stuart Wager	1	Tender	-
20 Feb 23	Arshad Ali	1A	Tender	Amended dates on ITT



## Glossary of Terms

<b>“Bidder(s)”</b>	Those Tenderers participating in this Local Procurement Invitation to Tender (ITT) process;
<b>“Contract”</b>	The Small Works Contract
<b>“Closing Date”</b>	The closing date for the delivery of Tender Responses as specified in paragraph 1.5 of this ITT;
<b>“DfE”</b>	The Department for Education, of Fourth Floor, Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
<b>“Employer’s Requirements / Specification”</b>	The Employer’s Requirements and specification provided at Appendix E of this ITT;
<b>“Tenderer(s)”</b>	The contractors who have been invited to take part in this ITT.
<b>“Employer”</b>	Secretary of State being a contracting authority which is eligible to enter into the Building Contract(s)
<b>“End User”</b>	Southend YMCA Community School
<b>“Local Procurement”</b>	The design and build mini competition process of selection by a DfE of a Contractor to carry out a Scheme.
<b>“Selected Bidder”</b>	The successful Contractor selected pursuant to the Local Procurement ITT to carry out the Scheme;
<b>“Scheme”</b>	Southend YMCA Community School minor building fabric repair works.
<b>“Tender Response”</b>	The written response submitted by a Tenderer to this ITT.

## Important Notice

This Local Procurement is being conducted by the DfE which is an executive agency within the Department for Education (“DfE”). Any appointment made pursuant to this ITT will be managed by the DfE. The legal contracting party and the “Employer” for the purposes of executing the Contract on behalf of the DfE is the Secretary of State for Education. References to the “DfE” in this ITT (and accompanying tender documentation) shall be deemed to include the DfE and the Secretary of State for Education as the legal entity.

The contents of this ITT and of any other documentation sent to you in respect of this Local Procurement are provided on the basis that they remain the property of the DfE and must be treated as confidential. If you are unable or unwilling to comply with this requirement, you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

# Local Procurement ITT for minor building fabric repairs

This Local Procurement ITT for minor building fabric repair works is structured in four parts:

<b><u>Part Reference</u></b>	<b><u>Content</u></b>
<b>Part 1 – Background Information</b>	<p>This part provides: -</p> <ul style="list-style-type: none"><li>• Details on the structure of the ITT documentation;</li><li>• Information about the Scheme, a description of the works, educational requirements, programme, funding, and Contract.</li></ul>
<b>Part 2 – Specific Information</b>	<p>This part provides: -</p> <ul style="list-style-type: none"><li>• Project specific information relating to the School's requirements, surveys, specification, and risks and constraints.</li></ul>
<b>Part 3 – Technical Requirements</b>	<p>This part comprises: -</p> <ul style="list-style-type: none"><li>• Information about the Tender Response submission process, the timetable, communication routes, and contacts; and</li><li>• Instructions on the ITT process setting out the core qualitative and pricing requirements to which Tenderers are required to respond and which will form the basis of the technical evaluation of the Tenderer's response to this ITT.</li></ul>
<b>Part 4 – Tenderer's Response</b>	<p>This part provides: -</p> <ul style="list-style-type: none"><li>• Details of the documentation to be submitted as part of the Tender Response.</li></ul>

The DfE reserves the right, at its discretion, to amend the materials in these parts as may be appropriate from time to time.

# Part 1 – Background Information

## 1.1 Introduction

The DfE is inviting submissions from Tenderers interested in taking part in a Local Procurement for the Scheme, FS0137 Southend YMCA Community School.

This ITT is issued to Tenderers and represents the beginning of the Local Procurement. The purpose of the Local Procurement is to identify the Tenderer who can best deliver the Scheme.

Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tender Response.

## 1.2 Description of the Works

### Background

The school building comprises two main parts; the original 'Ticket Office' – a Victorian era two-storey red-brick and slate roofed building, which is joined by a 'link block' to a modular type block, installed by McAvoy under the Free Schools programme in 2013.

The original Ticket Office building underwent some significant works in 2021 and 2022. However, there remain some defects that were not part of these works that the Department for Education wish to undertake. These defects comprise the following.

1. Localised ponding in the car park area located to the north of the school site;
2. Minor damp penetration on the west elevation.
3. Defects to isolated areas of render to the modular part of the school on the north and west elevations.

The locations of these defects are illustrated in Appendix D of this ITT.

### Scope

The scope of works is to address these minor defects as summarised below but more specifically described in Appendix B of this ITT.

1. Localised ponding. Install new surface drainage and connect into existing underground surface water drainage, making good car park finishes following installation.
2. Damp penetration. Install drainage channel (Acco type) at junction of masonry wall and existing pathway, connect into existing surface water drainage and make good all finishes at completion of installation.
3. Render. Cut out all existing defective render and make good.

## 1.3 School Educational Requirements

The works must be completed to a standard suitable for educational use and provide the longevity lifecycles required by the Department for Education for all works.

## 1.3 Description of the Site

Southend YMCA Community School is located between the corner of two roads and a railway line, at the end of a residential street in a suburb of Southend-on-Sea. The school building comprises two main parts; the original ticket office – a Victorian era two-storey red-brick and slate roofed building, which is now joined by a new 'link block' to a modular type block, installed by McAvoy under the Free School programme in 2013. There is also a standalone boiler room which is a single storey structure with flat roof and solid brick wall which consists of a plant room and external store separated by an internal masonry partition.

The site is rectangular in shape and the ticket office is at the front of the site facing East Street. The site address is Southend YMCA Community School, Ticket House, 110 East Street, Prittlewell, Southend-on-Sea.

The Selected Bidder will have access to the works area for the duration of the works, but it should be noted that other internal and external works may be ongoing at the same time. Access and security will need to be co-ordinated with the End User and Contractor(s) undertaking those works.

## 1.4 Programme

An indicative timetable for this Local Procurement is as follows. It should be noted that access to the site is available by appointment with the Contract Administrator and/or End User.

- |  |   |
|--|---|
| • Issue ITT to Tenderers   | 20 <sup>th</sup> February 2023                    |
| • Site visit (subject to school availability)                            | By appointment and after 3pm during school hours. |
| • Deadline for receipt of Tender Responses to ITT                        | 3rd March 2023                                    |
| • Notification of award of Scheme to successful and unsuccessful Bidders | 13 <sup>th</sup> March 2023                       |
| • Contract Award   | 20 <sup>th</sup> March 2023                       |

It is anticipated that the Works will be undertaken in the Easter 2023 holidays (3<sup>rd</sup> to 14<sup>th</sup> April).

## 1.6 Form of Contract

The form of contract to be entered into between the DfE and Selected Bidder will be:

DfE Small Works Contract

Draft version of the Scheme Contract can be found at Appendix C.

## 1.7 Enquiries

Any enquiries must be submitted to the Contract Administrator in writing via e-mail

Stuart Wager of Arcadis LLP at:

[Stuart.wager@arcadis.com](mailto:Stuart.wager@arcadis.com)

## Part 2 – Specific Information

### 2.1 Brief Description of the Works

The works are described as follows:

- Installation of new surface water drainage to address ponding in car park
- Installation of new surface water drainage to address damp penetration
- Render repairs to address existing defects.

### 2.2 Location

Southend YMCA Community School, Ticket House, 110 East Street, Prittlewell, Southend-on-Sea, Essex SS2 6LH.

### 2.3 Details of School Requirements

This project will require access throughout the school, so no works can be undertaken during school terms or school hours. However, it should be noted that the Southend YMCA Community School is a pupil referral school therefore Bidders should be mindful of this when visiting site.

### 2.4 Surveys

For the purposes of this Local Procurement, the following report is provided in Appendix H:

Survey	Date	Warranted / Unwarranted
Condition of Render to School Extension Building	14/11/2022	Unwarranted

### 2.5 Employers Requirements / Specification

Works are to be provided in accordance with the Schedule of Works (see Appendix B) and best industry practice.

### 2.6 Risks and Constraints

When preparing their tender for these works, Bidders must take into consideration the following:-

- It is possible these works will be undertaken at the same time as another contractor is undertaking works on site. This will be confirmed prior to commencement.
- It is possible that other maintenance works may be scheduled by the current maintenance provider. This will be subject to confirmation with the school and the timing of any such works will be communicated to the successful Bidder by no later than Contract Award.
- Access for parking is limited on site.

- The successful bidder will have access to the schools welfare facilities. They will be expected to keep these in a good clean standard during and at completion of the works.
- It is recommended that the contractor undertake a photographic record of condition at the start and completion of the works.

## **Part 3 – Technical Requirements**

### **3.1 Instructions**

#### **3.1.1 Tender Submission**

An indicative timetable for this Local Procurement is set out in 1.5 (above). The DfE reserves the right to amend this from time to time and Bidders will be notified accordingly.

The Tender Response must be received by the DfE in accordance with the relevant instructions no later than the time and date stipulated. Subject to 3.1.3 (below) a failure to do so may result in a Bidder not being considered and being disqualified from the process.

The DfE reserves the right to disqualify any Bidder who makes material changes to any aspect of its Tender Response (after the deadline), unless substantial justification can be provided to the satisfaction of the DfE, and such change is in accordance with procurement law.

#### **3.1.2 Tender Response Format**

- 3.1.2.1 Each Tender Response must comprise the completion of Appendix B and documents set out in Part 4 of this ITT.
- 3.1.2.2 All Tender Responses must be in English.
- 3.1.2.3 Written responses must be in Arial font size 11 and must not exceed the page allowances stipulated.
- 3.1.2.4 The Tender Response must be marked with the following details:
  - Scheme title;
  - Bidder's name.
- 3.1.2.5 One [1] electronic copy of the Tender Response shall be submitted by each Bidder.
- 3.1.2.6 The person signing the Tender Response must state his capacity and official position in the Bidder's organisation and must be the person empowered and duly authorised to sign and submit Tender Responses for and on behalf of the Bidder and nominated for that purpose in the Forms contained in Part 4 of this ITT (Form of Tender and Certificate of Bona Fide Tender, Non-Collusion Certificate and Non-Canvassing Certificate).
- 3.1.2.7 The DfE reserves the right to reject (at its absolute discretion) a Tender Response which is non-compliant with the requirements of this ITT. Bidders submitting any qualifications should therefore give explicit justification and reasoning for entering a qualification.



- 3.1.2.8 Only one Tender Response is permitted from each Bidder. In the event that more than one Tender Response is submitted by a Bidder the one with the latest time of submission (prior to the deadline given) will be evaluated and the other(s) will be disregarded.
- 3.1.2.9 Any signatures must be made by a person who is authorised to commit the Bidder to the Contract.

### **3.1.3 Tender Response Delivery**

- 3.1.3.1 Tender Responses must be delivered by the Closing Date to;  
  
[Stuart.wager@arcadis.com](mailto:Stuart.wager@arcadis.com)  
  
attaching all relevant documents required by this ITT.
- 3.1.3.2 The DfE reserves the right to reject any Bid Response that arrives after the stipulated time on the Closing Date.

### **3.1.4 Tender Response Clarification**

- 3.1.4.1 During Tender Response preparation, Bidders may submit questions and requests for clarification or further information. Bidders should address their questions and request for clarification or further information to the Contract Administrator whose details are set out in paragraph 1.7 above.
- 3.1.4.2 Subject to 3.1.4.3 and 3.1.4.4 (below), all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.
- 3.1.4.3 Request for information or clarification which may be commercially sensitive should be marked: “confidential – not to be circulated to other Bidders” (and Bidders are expressly requested not to mark a question as confidential in this way unless this is genuinely the case). At its discretion, the DfE will respond to that specific request privately, providing that the principle of equal availability of information to all Bidders is not breached.
- 3.1.4.4 If the DfE considers that it is unable to respond to the question or request for clarification or further information on a confidential basis it will inform the Bidder, and the Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The DfE will deem that the question or request for clarification or further information has been withdrawn if the DfE is not contacted in writing within three (3) working days following informing the Bidder as referred to above.
- 3.1.4.6 Bidders should note that all responses to requests for clarification cannot be relied upon unless the DfE subsequently confirms that clarification or further information in writing. Bidders should therefore ensure that all requests for clarification or further information have been the subject of written correspondence.
- 3.1.4.7 The DfE will be at its sole discretion decide whether to respond to any requests for clarification or further information received less than 3 working days before the ITT Tender Response date.

### **3.3 Pricing Response**

Bidders must price their Tender Responses by providing costs for each element of the works as set out in Appendix B, including the Provisional Sums and Rates schedule.

### **3.4 Evaluation**

The Tender Response will be evaluated on the basis of full compliance with the Appendix B and receipt of the most economic tender.

### **3.5 General Conditions**

#### **3.5.1 General**

It is the Bidder's responsibility to understand all aspects of this ITT and associated tender documents.

#### **3.5.2 Conflicts of Interest**

The DfE requires all actual or potential conflicts of interest to be notified to the DfE at least 5 working days before the Tender Response date. The DfE will consider the actual or potential conflict and will require such conflict to be resolved to the DfE's satisfaction prior to the delivery of Tender Responses to this ITT.

#### **3.5.3 Additional Information**

The DfE reserves the right to ask for additional information by way of clarification and confirmation from Bidders at any time during the procurement of the Scheme. Such requests will include time limits for response.

The DfE reserves the right to issue supplementary documentation at any time during the Local Procurement process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

#### **3.5.4 Collusive Proposals**

The Bidder shall sign and submit the Certificate of Non-Collusion which is included at Part 4 of this ITT.

Any Bidder which:

1. Fixes or adjusts its Tender Response by arrangement with any other person;
2. Communicates to any person other than the DfE or its own advisers (from whom it shall have secured all necessary guarantees of confidentiality beforehand) the details of its Tender Response;
3. Enters into any arrangement with any other person that it will cease to discuss its Tender Response with the DfE; or

4. Offers or agrees to pay or give or does pay or give any sum of money, other inducement, or consideration, directly or indirectly, to any person in respect of its Tender Response or the Scheme,
5. will be disqualified, without prejudice to any other civil remedy which may be available to the DfE, and any criminal liability that may be incurred.

### **3.5.5 Preparation and Proposal**

Information supplied by the DfE is supplied for general guidance in the preparation of the Tender Response. Bidders must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility whatsoever is accepted by the DfE or its advisers for any inaccurate or incomplete information obtained by Bidders.

### **3.5.6 The DfE Not Bound**

The DfE is not bound to accept the lowest priced or any Tender Response.

### **3.5.7 Costs and Expenses**

The DfE shall have no liability or obligation to pay any costs incurred by the Bidder as a result of this tendering procedure. The Bidder shall sign the statement entitled Form of Tender and Bona Fide Certificate (Part 4) declaring that it fully understands and accepts that the DfE shall not bear any costs, in particular, in relation to: -

1. Incidental work in responding to the ITT;
2. Any presentations, demonstrations, or other arrangements;
3. Submission of a Tender Response, whether or not the same is compliant or successful.

### **3.5.8 Publicity**

Tenderers shall not undertake (or permit to be undertaken) at any time during the procurement stage, any publicity activity with any section of the media in relation to this Scheme, other than with the prior written agreement of the DfE.

### **3.5.9 The DfE's Employees**

No DfE employee has any implied or actual power from the DfE to give any undertaking, guarantee, warranty, or representation (express or implied) in relation to this ITT or any other matter relating to the Scheme.

### **3.5.10 Variation / Suspension / Cancellation of Procedure**

The DfE reserves the right to vary, suspend or cancel the Local Procurement process at any time without explanation or liability for Bidders costs.

### **3.5.11 Subject to Contract**

No offer or Tender Response is deemed accepted until the Contract has been signed by the DfE and the Selected Bidder and declared unconditional. Any enquiries between the Selected Bidder and the DfE do not imply acceptance of any offer. Only the express terms of any written Contract

which is finally signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.

### **3.5.12 Updating of Information**

Any matter which comes to the attention of the Bidder at any time which may cause any information given to the DfE (whether prior to or after this ITT has been issued) to be inaccurate, incomplete, or misleading shall be notified by the Bidder to the DfE without delay, in sufficient detail to enable the DfE fully to evaluate the impact of such information.

### **3.5.13 English Law**

Negotiations and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.

### **3.5.14 English Language**

All negotiations will be conducted, and all documents will be prepared in the English language.

### **3.5.15 Canvassing**

The DfE reserves the right to disqualify (without prejudice to any other civil remedies available) any Bidder who, in connection with this ITT does anything which would constitute a relevant offence under the Bribery Act 2010.

### **3.5.16 Copyright**

The copyright in this ITT is vested in the DfE. This ITT may not be copied or stored in any electronic medium without the DfE's prior written consent, other than strictly for the purpose of preparing a Tender Response to this ITT.

### **3.5.17 Failure to Comply**

Failure to comply with any of the instructions set out in this ITT or any other procedures required in it may result in the Tender Response not being considered by the DfE and such Bidder being disqualified from the procurement process. The DfE also reserves the right to reject any Bidder who is guilty of material misrepresentation in supplying any of the information requested in this ITT or at any point in the procurement.

### **3.5.18 Amendments**

The documents which accompany this ITT for submission by Bidders as part of their Tender Response must not be amended or altered by the Bidder, except in so far as the same is required to complete the Tender Documents.

Any amendment to the documents which accompany this ITT to Tenderers (including, but not limited to amendments made pursuant to the process referred to in paragraph 3.1.4), and/or to the scope of the Scheme, that the DfE decides to make during the Local Procurement period will be communicated in writing to the Bidder.

### 3.5.19 Freedom of Information, Environmental Information Statement and Transparency Agenda

The DfE is subject to the Freedom of Information Act 2000 ("Act"), The Environmental Information Regulations 2004 ("EIR") and Government obligations in respect of transparency in procurement.

As part of the DfE's duties under the Act or EIR, it may be required to disclose information concerning the Local Procurement process or the Building Contract(s) to anyone who makes a request.

If the Bidder considers that any of the information provided in their Tender Response is commercially sensitive (meaning it could reasonably cause prejudice to the Bidder if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information as being exempt from disclosure under the Act or EIR.

The DfE will endeavour to consult with the Bidder and have regard to comments and any objections before it releases any information to a third party under the Act or EIR. However, the DfE shall be entitled to determine in its absolute discretion whether any information is exempt from the Act or EIR or is to be disclosed in response to a request of information. The DfE must make its decision on disclosure in accordance with the provisions of the Act or EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or EIR.

The DfE will not be held liable for any loss or prejudice caused by the disclosure of information that:

has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. As part of the transparency agenda, the Government has made certain commitments with regard to procurement and contracting. This includes the requirement to publish all tender and contract documents for contracts over £10,000 from January 2011. Bidders should therefore be aware that the tender documents and the resulting Building Contract (with appropriate redactions made in accordance with the exemptions under the Act) will be published as part of the DfEs' obligations under the transparency agenda.

Further guidance is available to Bidders:  
<https://www.gov.uk/government/publications/procurement-and-contracting-transparency-requirements-guidance>

The DfE may consult with the Bidder should it be successful, to inform its decision regarding any exemptions applicable for redacting parts of the resulting Building Contract, but the DfE shall have the final decision in its absolute discretion.

## **Part 4 – Documents to be provided with Tender Response**

### **4.1 Form of Tender and Certificate of Bona Fide Tender**

Template below (the form must not be altered by the Bidder save for completion of appropriate details).

### **4.2 Non-Canvassing Certificate**

Template below (the form must not be altered by the Bidder save for completion of appropriate details).

### **4.3 Non-Collusion Certificate**

Template below (the form must not be altered by the Bidder save for completion of appropriate details).

### **4.5 Pricing Response**

See Appendix B.

### **4.6 Agreement to Form of Contract**

Confirmation they agree to the terms of contract set out in the Appendix C.

### **4.7 Response to Qualitative Questions**

Provide responses to questions set out in Appendix F.

## ITT – PART 4.1 – FORM OF TENDER AND CERTIFICATE OF BONA FIDE TENDER

### Certificate of Bona Fide Tender

**To: Stuart Wager**

Having examined the ITT and accompanying tender documentation, I/we undertake, if this Tender Response is accepted, to complete and deliver the whole of the work comprised within any Contracts executed pursuant to this ITT and generally to comply with the obligations on the part of the Tenderer contained within the ITT documents.

I/We declare that to the best of our knowledge and belief no payments, gifts or other inducements have been or will be offered by us or our agents to board members, officers, or employees of the DfE for the purpose of obtaining any favour in connection with the award of the Contract.

I/We agree to abide by this Tender Response for a period of 90 days from the date set for receiving the same and it shall remain binding and open for acceptance at any time prior to the expiration of that period.

I/We understand that the DfE is not bound to accept any Tender Response it may receive and understand that the DfE has no liability to defray expenses herewith nor be responsible for return of any document submitted for the purpose of tendering.

I/We certify this is a Bona Fide Tender and that I/We have not fixed or adjusted the amount of the Response by or under or in accordance with any agreement or arrangement with any other Bidder or Tenderer.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Status \_\_\_\_\_

Duly authorised to sign the Tender Response and acknowledge the contents of this Form of Tender and Certificate of Bona Fide Tender,

For and on behalf of \_\_\_\_\_

(Name of Bidder)



## ITT- PART 4.2 - NON-CANVASSING CERTIFICATE

### Non-canvassing Certificate

**To: Stuart Wager**

1. We hereby certify that we have not canvassed or solicited any officer, board member or employee of the DfE or their advisers, agents, or representatives in connection with this Tender Response or in connection with any other bid or proposed bid for the Scheme and that no person employed by us or acting on our behalf has done any such act.
2. We further hereby undertake that we will not in the future canvass or solicit any director, officer, member, or employee of the DfE or their advisers, agents, or representatives in connection with this Tender Response or in connection with any other bid or proposed bid for the Scheme and that no person employed by us or acting on our behalf will do any such act.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Status \_\_\_\_\_

Duly authorised to sign the Tender Response and acknowledge the contents of the Non-Canvassing Certificate,

For and on behalf of \_\_\_\_\_

(Name of Bidder)

## ITT – PART 4.3 – NON-COLLUSION CERTIFICATE

### Non-Collusion Certificate

**To: Stuart Wager**

The essence of the public procurement process is that the DfE shall receive *bona fide* competitive Tender Responses from Tenderers. In recognition of this principle, we hereby certify that this is a *bona fide* Tender Response, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender Response or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder. We have not and in so far as we are aware neither has any other Bidder:

1. entered into any agreement with any other person with the aim of preventing Tender Responses being made or as to the fixing or adjusting of the amount of any Tender Response or the conditions on which any Tender Response is made;
2. informed any other person, other than the DfE, of the detail including (but not limited to) the amount of the Tender Response, except where the disclosure, in confidence, of the amount of the Tender Response was necessary to obtain quotations necessary for the preparation of the Tender Response for insurance, professional or consultancy advice required for the preparation of the Tender Response;
3. caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender Response for the ITT or had the benefit, in the preparation of this Tender Response of any inside information about the intentions of any other Bidder;
4. committed any relevant offence under the Bribery Act 2010;
5. admitted and/or been found by a relevant regulatory authority to have participated in or undertaken behaviour which is or is apparently intended to or has the consequence of significantly restricting competition.
6. offered or agreed to pay or give any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Tender Response;
7. contacted any member or officer of, or any person engaged as an adviser by the DfE about any aspect of the Tender Response in a manner not permitted by the ITT including (but without limitation) for the purposes of discussing the possibility of their future employment for or engagement by the Bidder.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above nor (in the event of the Tender Response being accepted) shall we do so while the resulting Building Contract(s) continues in force between us (or our successors in title) and the DfE.

We understand that if we have been involved in the conduct described above and/or falsely complete this certificate and/or we fail to declare any circumstances described above then the DfE shall be entitled to exclude us and the Tender Response from this Local Procurement process.

In this certificate the word "person" includes any person, body, or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Status \_\_\_\_\_

Duly authorised to sign the Tender Response and acknowledge the contents of the Non-Collusion Certificate,

For and on behalf of \_\_\_\_\_

(Name of Bidder)

## Appendix A – Programme



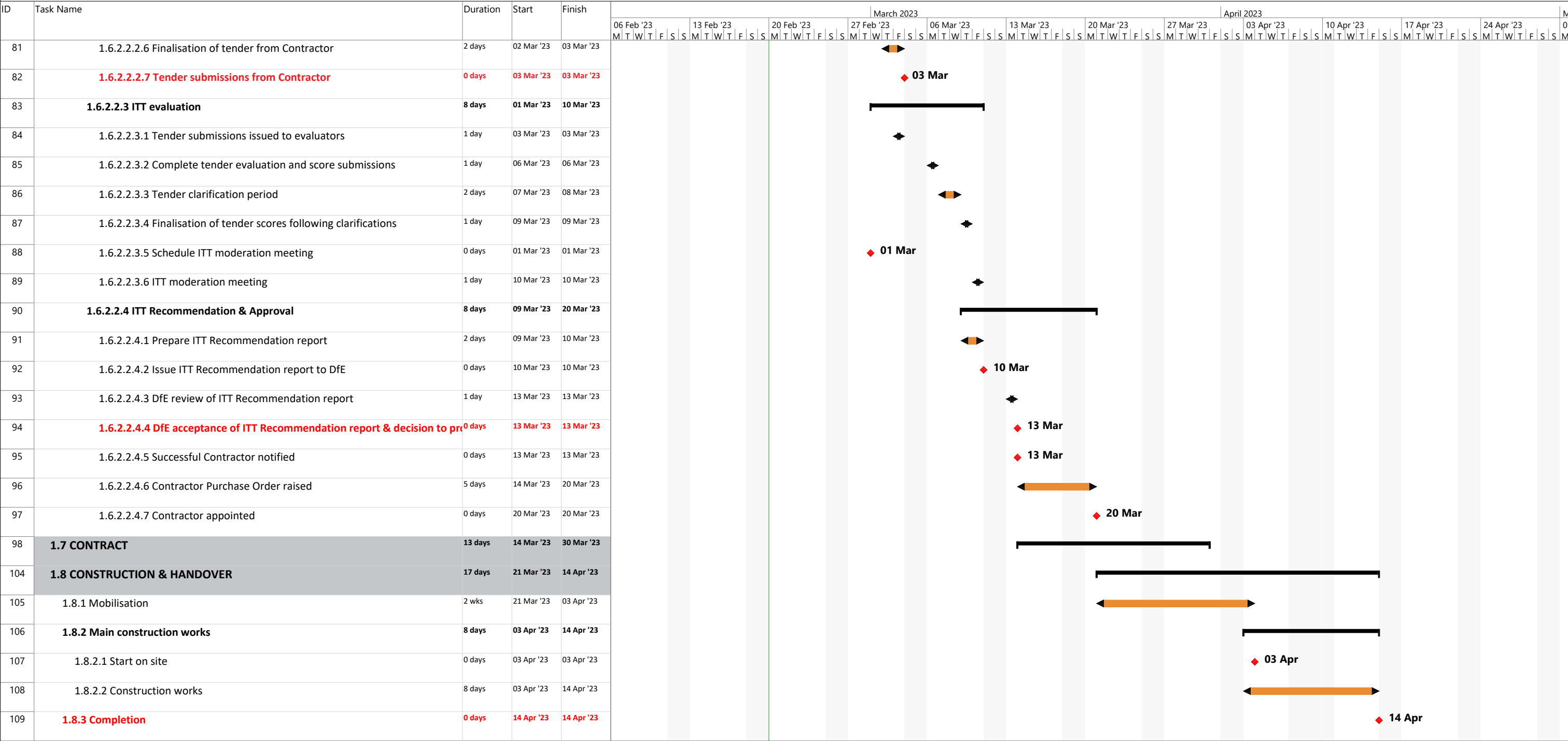
# FS 0137 SOUTHEND YMCA COMMUNITY SCHOOL, SOUTHEND

## MASTER PROGRAMME



# FS 0137 SOUTHEND YMCA COMMUNITY SCHOOL, SOUTHEND

## MASTER PROGRAMME



Project: FS-0137\_Building Fabric works\_v1.3-160123  
Date: 20 Feb '23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

## **Appendix B – Schedule of Works and Pricing Document**

See separate Excel file attached to this ITT

## Schedule of Works

## Minor Building Fabric Works 2023 Southend YMCA Community School

Southend YMCA Community School

Ticket House, 110 East Street, Prittlewell, Southend-on-Sea, Essex SS2 6LH

Minor Building Fabric Works

Schedule of Works

Jan-23

		Quantity	Unit	Rate	Total
<b>1.00</b>	<b>GENERAL REQUIREMENTS</b>				
	<b>IMPORTANT NOTES TO BE READ BY TENDERERS</b>				
1.01	The contractor is to ensure that each item is priced separately.				
	<b>ALL QUANTITIES ARE INDICATIVE. CONTRACTORS ARE TO CHECK DIMENSIONS AND MEASUREMENTS AND SUBMIT FIRM PRICES FOR THE SCOPE OF WORK DESCRIBED.</b>				
	<b>SITE VISIT WILL BE ARRANGED FOR TENDERERS</b>				
1.02	<p><b>BACKGROUND:</b> The purpose of the project is to carry out repair works to external areas of the Southend YMCA Community School as follows:</p> <p>The works are to be undertaken when the school is not in use by pupils during the half-term or holiday periods as set out in the programme. The general requirements for each space, area or building element within the works area are described within the Schedule of Work below.</p>	-	-	Note	-
1.03	<p><b>ACCESS:</b> The contractor will have full and clear access to the works area for the duration of the works, but it should be noted that the remainder of the buildings will be managed by the Southend YMCA Community School, so access and security will need to be co-ordinated with them. The contractor will be responsible for securing the defined works area as would normally be expected</p>				
1.04	<p><b>PROGRAMME:</b> The contractor must provide a works programme to demonstrate delivery and achieve completion within the given commencement and completion dates. Programmes will be considered as part of the qualitative assessment.</p>				
1.05	<p><b>RESOURCES:</b> The Contractor will allocate resources as necessary including directly employed and/or sub-contracted staff and suppliers, to enable completion by the programmed dates.</p>				
1.06	<p><b>SCOPE:</b> The contractor shall carry out everything necessary for the proper execution of the works, whether or not shown on drawings or described within the specification, provided that the same may be reasonably inferred therefrom.</p>				



## Schedule of Works

## Minor Building Fabric Works 2023 Southend YMCA Community School

1.07	<b>PROVISIONAL SUMS:</b> May not be expended until written instructions have been received from the contract administrator. Provisional works are only to be undertaken if a contract instruction is issued.				
1.08	<b>SNAGGING:</b> The contractor shall not rely on the contract administrator to detect faults and provide snagging lists and shall plan and undertake his own inspections to identify snags and/or outstanding works items that he is obliged to complete.				
1.09	<b>SETTING OUT:</b> The contractor is required to check all proposed locations, sizes and setting out of new fittings on site and is to confirm that all proposals can be accommodated in existing locations.				
1.10	<b>MAINS SERVICES:</b> Prior to the commencement of works, ensure that all necessary gas, water and electrical services are isolated to facilitate works described within this schedule. Upon completion of works, ensure that gas, water and electrical services are in full working order. Any significant defects identified during the works shall be reported to the contract administrator at the earliest opportunity.				
1.11	<b>FIRE STOPPING:</b> Maintain fire seals - where new openings and penetrations are formed as part BWIC for any work undertaken, ensure gaps around cables and pipes are fully sealed to maintain fire integrity. <b>The contractor is to report any instances of missing or poor quality existing fire-stopping or seals discovered during the works to the Contract Administrator</b>				
1.12	<b>QUANTITIES:</b> given in the schedule of works are indicative only and it is the contractor responsibility to satisfy themselves that the quantities are correct prior to submitting a tender.				
1.13	<b>CONTRACTORS WELFARE AND SITE OFFICE:</b> Contractor is to make allowance to provide the minimum CDM required welfare facilities with a stand alone ground hog welfare unit or similar.				
TOTAL					£0.00

## Schedule of Works

## Minor Building Fabric Works 2023 Southend YMCA Community School

		Quantity	Unit	Rate	Total
<b>2.00</b>	<b>MINOR STRIPPING OUT WORKS</b>				
2.01	<b>Generally:</b> Only stripping out works are required as detailed in the following works clauses.	-	-	-	-
2.02	<b>Set aside fittings:</b> Allow for the removing and setting aside, only where necessary, fittings and fixtures including external lighting, signage etc...	1	item		
2.03	<b>Generally Materials</b> - cart away and dispose of all unwanted materials from site disposing of them in accordance with the Site Waste Management plan requirements.	1	item		
	<b>TOTAL</b>				£0.00
<b>3.00</b>	<b>EXTERNAL SURFACE WATER WORKS</b>				
3.01	<b>Generally</b> - Carry out works to form 2nr. drainage gullies.	-	-	-	-
3.02	<b>Gulley to Car Park:</b> Allow to breakout existing hardstanding, as required then install a metal grate/cover drainage gulley (minimum 0.2m2 size) with necessary concrete substructure to meet the strength requirements to be located in a car park (AKA C250 load rating). Allowances for drainage connection(s) into the existing manhole to be made in clause 3.04 below. <b>Location of Gulley:</b> See Appendix D and confirm with CA	1	nr		
3.03	<b>Gulley to Rear Hard Standing:</b> Allow to breakout existing hardstanding then install a Polypipe UG425 - Underground Drainage 110mm Bottle Gully or similar approved. Allowances for drainage connection(s) into the existing manhole to be made in clause 3.04 below. <b>Location of Gulley:</b> See Appendix D and confirm with CA	1	nr		
3.04	<b>New drainage connection to existing manhole:</b>				
3.04.1	<b>Connect:</b> into existing adjacent manhole. Allowing to use independent rocker connections between the manhole and drainage pipe to protect against movement and disconnection.	2	nr		
3.04.2	<b>Excavate for and install:</b> new drainage pipe to have a minimum invert level of 600mm allowing for connection into existing nearest adjacent manhole depth as required. Surround and bed in new pipe with 75mm shingle, then lay 150mm Type 1 hardcore, compressible stone sub-base material, 50mm sand blinding then tarmacadam to match existing colour and quality.	8	lm		
	<b>TOTAL</b>				£0.00
		Quantity	Unit	Rate	Total

## Schedule of Works

## Minor Building Fabric Works 2023 Southend YMCA Community School

4.00	<b>RENDER REPAIR WORKS</b>				
4.01	<b>Generally:</b> Undertake repairs to existing white thro-render finish on rendered surface locations of which are shown in Appendix D.	-	-	-	-
4.02	<b>Render patch repair:</b> Contractor to allow to carefully hack off in a neat section to natural breaks the existing deteriorated render layer back to the substrate board as necessary to create a good key for the area in question on the North elevation. The area is then to be dried out (during a dry weather period as required) to receive 2nr. coats of the below liquid render product to finish flush, neat and seamless with existing render finishes: <b>Manufacturer: Weber Saint-Gobain</b> <b>Product:</b> weberend PTC Polymer-modified, through-coloured, cement-based mortar for use as a render top coat. <b>Colour:</b> To match existing. <b>Location of the work:</b> See Appendix D and confirm with CA	20	m2		
4.03	<b>Hairline crack repairs:</b> Contractor to allow to rake out in the form of a "v" with a mechanical hand tool the hairline crack on the West elevation as necessary to create a good key for the area in question. The area is then to be dried out (during a dry weather period as required) to receive 2nr. coats of the below liquid render product to finish flush, neat and seamless with existing render finishes: <b>Manufacturer:</b> Weber Saint-Gobain <b>Product:</b> weberend PTC Polymer-modified, through-coloured, cement-based mortar for use as a render top coat. <b>Colour:</b> To match existing. <b>Location of the work:</b> See Appendix D and confirm with CA	4	lm		
4.04	<b>Scaffold / Access:</b> Allow for temporary access using a small mobile access platform or similar approved, to make safe to work from height.	1	nr		
TOTAL					£0.00
5.00	<b>DAMP PENETRATION WORKS</b>	Quantity	Unit	Rate	Total
5.01	<b>Generally:</b> Undertake the surface water drainage improvement works listed below.	-	-	-	-

## Schedule of Works

## Minor Building Fabric Works 2023 Southend YMCA Community School

5.02	<b>Install trench and ACO-drain in two locations to West elevation section:</b> Abutting the brickwork elevation to the 2nr. locations shown in Appendix D; allow to excavate for and install a new ACO drainage channel and cover grate surface water drain. <b>Material:</b> Galvanised steel channel and cover grate. <b>Drainage channel length:</b> 1 meter (each). <b>Note:</b> allowance for connection and installation of below ground drainage run to existing surface water drainage system to be made below.	2	nr.		
5.03	<b>New drainage connection to existing manhole:</b>				
5.03.1	<b>Connect:</b> into existing manhole. Allowing to use independent rocker connections between the manhole and drainage pipe to protect against movement and disconnection.	2	item		
5.03.2	<b>Excavate for and install:</b> new drainage pipe to have a minimum invert level of 600mm allowing for connection into existing manhole depth as required. Surround and bed in new pipe with 75mm shingle, then lay 150mm Type 1 hardcore, compressible stone sub-base material, 50mm sand blinding then tarmacadam to match existing colour and quality.	10	lm		
TOTAL					£0.00
6.00	NOT USED	Quantity	Unit	Rate	Total
		-	-	-	-
TOTAL					
7.00	ASBESTOS	Quantity	Unit	Rate	Total
7.01	Invasive work to building fabric aged more than 15 years old therefore an asbestos survey is not considered a requirement for the undertaking of these works. <b>The contractor is to satisfy themselves that they are in agreement with the above.</b>	-	-	-	-
TOTAL					£0.00
8.00	HANDOVER, TESTING AND COMMISSIONING, BUILDING CONTROL APPROVAL	Quantity	Unit	Rate	Total
8.01	The contractor is to notify the Contract Administrator one week before the completion of the works.				
8.02	The contractor is to ensure all works are operational, free from defects and fully cleaned prior to hand over.				
8.03	Upon completion of the works the Contractor is to provide the full written documents associated with any guarantee's.				

# Schedule of Works

# Minor Buidling Fabric Works 2023 Southend YMCA Community School

	TOTAL				£0.00
9.00	PROVISIONAL SUMS	Quantity	Unit	Rate	Total
9.01	NOT USED	-	-	-	-
	TOTAL				
10.00	PRELIMINARIES	Quantity	Unit	Rate	Total
10.01	<p>Generally: Preliminaries costs to be shown as weekly amounts. Preliminaries costs to include all management costs, including but not limited to the items listed below;</p> <p>Staff and Management Accommodation/Site Office Telecommunications Plant / Equipment Temporary Works Temporary Services Hoarding, Security &amp; Protection Cleaning &amp; Attendance Insurances, Charges, Contract Conditions</p> <p><b>NOTE: Provisional sums deemed to include preliminaries and be included in works programme ('defined')</b></p> <p><b>Total (to Be Carried Forward to Collection Page)</b></p>	2	wks.		
	TOTAL				£0.00
	TOTAL FOR SOW				

**Appendix C – Small Works Contract**

(1) **[THE SECRETARY OF STATE FOR EDUCATION]**

and

(2) **[CONTRACTOR]**

**SMALL WORKS CONTRACT**

relating to

Southend YMCA Community School,  
Ticket House, 110 East Street,  
Prittlewell,  
Southend-on-Sea  
Essex  
SS2 6LH

# Small Works Contract

THIS CONTRACT is made on

20[●]

## BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the **Employer**); and
- (2) **[CONTRACTOR]** (company number **Y**) whose registered office is situated at **Y** (the **Contractor**)

(each a **Party** and together the **Parties**).

## RECITALS:

- First** The works which the Contractor has agreed to carry out comprise minor building fabric repairs (the **Works**) as more particularly described in and appended at Appendix 2 of this contract (the **Specification**).
- Second** The Works will be carried out at Southend YMCA Community School (the **Site**).
- Third** The commencement date for the Works is [3 April 2023] (the **Commencement Date**).
- Fourth** The completion date for the Works is [14 April 2023] (the **Completion Date**).
- Fifth** In consideration of the proper performance of the Works in accordance with the terms and conditions of this Contract (as set out in Appendix 1), the Employer will pay to the Contractor the sum of £[ ] (pounds) exclusive of any applicable Value Added Tax (the **Contract Sum**), being an all-inclusive price for the Works and all services/costs associated with undertaking the Works pursuant to the terms of this Contract. For the avoidance of doubt, the terms and conditions set out in Appendix 1 take priority over the Specification in the event of any discrepancies between the two.

Signed by \_\_\_\_\_<sup>1</sup>

on behalf of the Employer

Signature:

Signed by \_\_\_\_\_

on behalf of the Contractor

Signature:

<sup>1</sup> Note: when sending agreed PDF for execution, please make clear in covering email where signatories are to sign and where dates need inserting to complete the contract.



## Appendix 1

### Terms and Conditions

#### The Works

- 1 Notwithstanding the date of this Contract, the terms and conditions of this Contract shall be deemed to have effect as from the earlier of the date of actual commencement of the Works and the date of the Contract.
- 2 The Contractor shall carry out and complete the Works in a good and workmanlike manner in accordance with the Specification using good quality materials (including fixtures) supplied in accordance with any drawings and/or specifications provided to the Contractor and to the satisfaction of the Employer acting reasonably.
- 3 Notwithstanding any other provision of this Contract, the Contractor hereby warrants that the Works, all goods and/or materials used in the Works shall be fit for their intended use and shall comply with the requirements of all applicable laws, regulations, codes of practice and the like (including those concerning the protection of human health and the environment) as at the date of actual completion of the Works.<sup>2</sup>
- 4 The Contractor shall comply with and shall procure that its employees, servants, agents, sub-contractors and sub-consultants and their employees, servants and/or agents comply with the working hours restrictions as may be in place for the Works which will be notified to the Contractor, and may be amended, by the Employer prior to and during the course of the Works.
- 5 The Contractor shall be responsible for the acts and omissions of any subcontractors and employees and agents of any subcontractors as if they were the acts or omissions of the Contractor. The Contractor warrants that any sub-contractors engaged by it will be properly qualified to perform the Works and adequately supervised when performing the Works.
- 6 The Contractor acknowledges that it has investigated the Site to the full extent necessary to perform its obligations under this Contract and has satisfied itself of its condition and agrees that the Contract Sum will not be adjusted and the Completion Date will not be extended as a result of anything discovered on the Site when undertaking the Works.
- 7 The Contractor shall provide everything necessary for the execution and completion of the Works in accordance with the terms of this Contract. The Employer may arrange for other contractors to perform works on the Site concurrently with the performance of the Works by the Contractor. The Contractor must at all reasonable times allow access to the Site and the Works by the other contractors and must co-operate with the

other contractors to ensure the co-ordination of the work of other contractors with the performance of the Works by the Contractor in order to minimise any delay or disruption to the progress of the Works or the works of the other contractors.

#### Commencement and completion

- 8 The Contractor shall, unless prior to such date notified in writing by the Employer to the contrary, commence the Works on the Commencement Date.
  - 9 The Contractor will carry out the Works regularly and diligently and in such order, manner and time as the Employer may reasonably request so as to ensure completion of the Works to the Employer's satisfaction, acting reasonably, by the Completion Date.
  - 10 For the purposes of this Contract the Works are complete when performed and completed in accordance with this Contract except for minor defects:
    - 10.1 which do not prevent the Works from being capable of being used for the purposes for which they are intended;
    - 10.2 in relation to which the Employer has determined that the Contractor has reasonable grounds for not promptly rectifying them; and
    - 10.3 rectification of which will not prejudice the use of the Works,
- and all documents and other information required under this Contract have been supplied to the Employer.
- 11 When in the opinion of the Contractor the Works are complete the Contractor shall give a written notice to the Employer to that effect.
  - 12 Within five (5) working days after receipt of the Contractor's notice under paragraph 11, the Employer shall either certify that the Works are complete or notify the Contractor of any defects or omissions that prevent the Works from being certified as complete.
  - 13 If the Employer notifies the Contractor of any defects, the Contractor shall promptly correct such defects and the procedures described in paragraph 11 and paragraph 12 shall be repeated until the Employer certifies that the Works are complete.
  - 14 If an event outside the Contractor's reasonable control occurs and is likely to cause a delay to the completion of the Works, the Contractor shall inform the Employer and

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<sup>2</sup> Consider whether, due to the nature of the works, warranties are required.

	the Employer shall confirm to the Contractor a reasonable extension to the Completion Date. For the avoidance of doubt, no increase to the Contract Sum will be awarded to the Contractor.		a)	the sum referred to in a payment notice given under paragraph 22, or, if such notice is not given;
15	[Should the Works not be completed by the Completion Date the Employer shall be entitled to payment of or to withhold or deduct liquidated and ascertained damages in the amount of £[ ] per [day/week] of delay to the completion of the Works]. <sup>3</sup>		b)	the sum referred to in the Contractor's application under paragraph 18 .
<b>Variation</b>		25		Not later than five (5) days before the final date for payment, the Employer may give a notice to the Contractor specifying its intention to pay less than the notified sum. If given, such notice shall specify the sum that the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated (a "pay less notice").
16	The Employer may instruct the Contractor to modify the design, quality or quantity of the Works or the method or programme to which the Works (or any part of the Works) are to be carried out (a " <b>Variation</b> ").	26		Subject to paragraph 25, the Employer shall pay the notified sum on or before the final date for payment.
17	The Employer shall adjust the Contract Sum and/or Completion Date on a fair and reasonable basis to address the effects of any Variation, provided that the Contractor shall not be entitled to any addition to the Contract Sum if the Variation results from any negligent act and/or omission, breach of contract (including a breach of this Contract) or breach of statutory requirements by the Contractor.	27		In relation to the requirements for the giving of notices under paragraphs 22 and 25, it is immaterial that the amount then considered to be due may be zero.
<b>Payment</b>		28		During the progress of the Works, the Employer may require the removal and/or remediation of any work or materials that are not in accordance with the Contractor's obligations under the Contract. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of time for such removal and/or remediation works.
18	Payment of the Contract Sum shall be made in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 649) against monthly applications for the value of that part of the Works properly carried out and completed.	29		Following completion of the Works the Contractor shall ensure that the Site is left in a good, clean and safe condition cleared of all unused building materials, plant and equipment.
19	The Employer shall pay the Contractor any Value Added Tax (VAT) properly chargeable on a sum due under this agreement. Any amount expressed as payable under this agreement is exclusive of VAT unless stated otherwise.	30		During the Works, the Contractor shall ensure that all reasonable safety and other measures are taken to prevent damage and/or injury, minimum nuisance, and/or inconvenience and/or disturbance to owners and/or occupiers of the Site and/or adjoining properties and/or land and to any other persons employed by the Employer at the Site.
20	The due date for payment of any amount payable shall be ten (10) days after the receipt by the Employer of the Contractor's application for payment submitted in accordance with paragraph 18.	31		The Contractor shall, for a period of twelve (12) months following completion (the " <b>Defects Liability Period</b> ") and within ten (10) working days of being notified, undertake rectification or replacement (at its own cost) of all and any defects and/or omissions to the Works as may be notified by the Employer as well as any damage caused to the Works by the defect and/or omissions, under such access arrangements as are confirmed by the Employer.
21	The final date for payment shall be twenty (20) days after the relevant payment due date.	32		If the Contractor fails to commence or complete the work necessary to remedy any defects or any damage to the Works caused by any defects within a reasonable time, the Employer may proceed to do the work, and the Contractor shall indemnify the Employer for any costs incurred.
22	Not later than five (5) days after the due date for payment, the Employer shall give a notice to the Contractor specifying the sum it proposes paying, to what that sum relates, and the basis on which that sum has been calculated (a "payment notice").	33		When the Contractor has repaired, replaced or otherwise made good all defects that have arisen during the Defects Liability Period, and the Defects Liability Period has expired, the Employer shall issue a certificate to
23	If the Employer does not give a notice to the Contractor in accordance with paragraph 22 the payment to be made by the Employer shall, subject to paragraph 25, be the amount in the Contractor's application issued in accordance with paragraph 18.			
24	A "notified sum" means:			

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<sup>3</sup> Delete if not applicable and general damages to apply.

confirm that all patent defects in the Works have been made good.

#### **Legislation**

- 34 The Contractor shall make all applications, give all notices and pay all fees required by and shall fully comply with all permissions, consents, bye-laws, rules and regulations (including the Building Regulations 2010 (as amended)), health and safety regulations or other requirements of any competent authority having jurisdiction in respect of the Works.
- 35 The Contractor and the Works shall comply with all current legislation, including but not limited to all applicable current health and safety and environmental legislation and the Construction (Design and Management) Regulations 2015 as amended from time to time (the "**CDM Regulations**") (pursuant to which the Contractor shall act as principal contractor and principal designer unless the Employer confirms otherwise in writing).
- 36 Each party acknowledges that it is aware of and undertakes to the other that in relation to the Works it will comply with the CDM Regulations. Without limitation, where the Works are notifiable:
- 36.1 where and for as long as the Contractor is the principal contractor under the CDM Regulations, it shall ensure that:
- 36.1.1 the construction phase plan required pursuant to the CDM Regulations is prepared and received by the Client before construction work under this Contract is commenced, and that any subsequent amendment to it by the Contractor is notified to the Client and the CDM Co-ordinator; and
- 36.1.2 welfare facilities complying with schedule 2 of the CDM Regulations are provided from the commencement of construction work until the end of the construction phase;
- 36.2 where the Contractor is not the principal contractor under the CDM Regulations, it shall promptly inform the principal contractor of the identity of any sub-contractor that the Contractor appoints; and
- 36.3 promptly upon the written request of the CDM Co-ordinator, the Contractor shall provide to the CDM Co-ordinator (or, if the Contractor is not the principal contractor, to the principal contractor) such information as the CDM Co-ordinator reasonably requires for the preparation of the health and safety file.

#### **Insurance<sup>4</sup>**

- 37 The Contractor shall take out and maintain a valid policy of public and products liability insurance for a minimum limit of indemnity of £10,000,000 (ten million pounds) for any one claim and cover in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 (as amended) with effect from the Commencement Date until the date of actual completion of the Works.
- 38 The Contractor shall indemnify and hold the Employer harmless from and against any claims, liabilities, damages, expenses, or losses whatsoever or howsoever suffered or incurred by the Employer to the extent that the same arises out of or in connection with any breach of this Contract or any negligence or breach of statutory duty on the part of the Contractor or persons for whom the Contractor is responsible.
- 39 The Contractor hereby warrants to accept full responsibility and will be liable for all loss or damage to any plant, tools, equipment, materials, labour, works in progress and all other property provided by, owned by, hired or lent to, the Contractor or its servants or agents, including materials, plant, tools and equipment supplied by the Employer for the execution of the Works during the Works and any period of rectification or replacement of any defects and/or omissions to the Works.

#### **Ownership of goods and/or materials**

- 40 Ownership of all materials and goods intended for the Works shall pass to the Employer once they are incorporated into the Works.

#### **Assignment and sub-letting**

- 41 The Contractor shall not assign or sub-let the Works or any parts thereof or any benefit or interest in this Contract without the consent of the Employer.

#### **Termination of the Contract by the Contractor**

- 42 The Contractor may at any time upon at least ten (10) working days prior notice in writing terminate this Contract in the event that the Employer:

42.1 suffers an insolvency event; and/or

42.2 commits a material breach of his obligations under this Contract which the Employer fails to remedy within 28 days after receiving written notice from the Contractor specifying the breach and requiring its remedy.

#### **Termination of the Contract by the Employer**

- 43 The Employer may at any time by at least five (5) days prior notice in writing to the Contractor terminate the

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<sup>4</sup> If there is any element of design, consider inserting additional provision requiring £2m professional indemnity cover in the aggregate. (In the absence of any property damage or

personal injury covered by the public liability insurance we would otherwise be left with rectification costs caused by negligent design.)

	Contractor's engagement under this Contract and/or bring to an end the Works or any part or parts thereof.		agreement by the Contractor and Supplies shall be construed accordingly.
44	In such event, the Employer shall pay to the Contractor a fair and reasonable proportion of the Contract Sum having regard to the value of the Works completed at the date of such termination and at the Employer's discretion the demonstrated cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay and can prove ownership of at the date of termination.	e)	Tax Point means the time of supply for VAT purposes as defined in Regulation 93 of Part XI of the VAT Regulations 1995.
	<b>Disputes</b>	52	In respect of the Supplies made with a Tax Point, for VAT purposes, before 1 March 2021, the provisions of paragraphs 51 to 54 (inclusive) only of this paragraph 8.3 shall apply. In respect of Supplies made with a Tax Point on or after 1 March 2021, the provisions of paragraphs 50 to 57 (inclusive) of this paragraph 50 to 61 shall apply.
45	If any dispute or difference shall arise between the Parties at any time under out of or in connection with this Contract and/or the Works then either Party shall refer any such dispute or difference to the jurisdiction of the English courts subject to either Party's statutory right to refer the matter to adjudication.	53	The parties agree and confirm that the procedure for the payment of VAT (if any) by either party to the other shall be governed entirely and exclusively by the provisions of paragraphs 51 – 57 notwithstanding any other provision of this agreement.
	<b>Miscellaneous</b>	54	Any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this agreement is to be treated as exclusive of any VAT. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:
46	Amendments to this Contract shall be binding only if in writing and signed by a duly authorised representative of both the Employer and the Contractor.	a)	the time for payment or provision of the consideration; and
47	This Contract supersedes any previous agreement and/or arrangements between the Employer and the Contractor in respect of the Works (whether oral or written) and represents the entire understanding between the Employer and the Contractor in relation thereto.	b)	the receipt by the recipient of the supply of a VAT invoice in respect of that VAT.
48	The Contractor acknowledges that it shall not have exclusive possession of the Site.		
49	The Contractor shall comply with all statutory requirements in relation to the Works including data protection law.	55	The Employer confirms that the requirements specified in article (8)(1)(b) of the Order will be satisfied in respect of any Supply and the parties consider that the Reverse Charge will not apply to the Supplies so that it is for the Contractor to account for and pay VAT to HMRC.
	<b>Notices</b>	56	Where the Contractor has accounted for VAT on Supplies (on the understanding that the Reverse Charge did not apply) but HMRC notifies the Employer in writing that:
50	All Notices shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent by prepaid registered or recorded delivery mail to the addresses set out above.	a)	the Reverse Charge did apply in respect of those Supplies, and
	<b>VAT Reverse Charge</b>	b)	notwithstanding that the Contractor has accounted for VAT to HMRC in respect of those Supplies, the Employer has to account for VAT under the Reverse Charge on those Supplies,
51	In these paragraphs 51 to 62, the following definitions shall apply:	c)	the Employer shall provide written notification to the Contractor of HMRC's decision that the supply should have been treated as subject to the reverse charge. Any amount of overcharged VAT shall be refunded by the Contractor to the Employer within [28] days following repayment to the Contractor of the overcharged VAT by HMRC (either via a correction in the VAT return or via a voluntary disclosure).
	a) HMRC means HM Revenue & Customs;		
	b) Order means the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892);		
	c) Reserve Charge means, in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier; and		
	d) Supply means a supply made for VAT purposes under or in connection with this		

57 Any sums payable under this agreement are exclusive of VAT.

**Sensitive Works**

58 In this paragraph, Sensitive Works shall have the following meaning:

- a) the carrying out of any part of the Works (including the making good of any defects) in or on any part or parts of the Site which may allow direct access to premises occupied or used, or likely to be occupied or used, during the course of the Works (including the making good of any defects) by pupils attending the school.

59 The Contractor is responsible for all sub-contractors, employees and agents of the Contractor whilst carrying out any Sensitive Works. The Contractor shall take all reasonable steps to ensure the health and safety of pupils and people attending the school whilst carrying out Sensitive Works.

60 **Counterparts and Electronic Execution**

- a) This Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full and original instrument for all purposes.

- b) Without prejudice to the validity of this Contract, each of the parties shall provide the other with the original of such counterpart as soon as reasonably practicable thereafter.

- c) Each party agrees that this Contract may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of their intention to be bound by this Contract as if signed by each party's manuscript signature.

**Appendix 2**  
**Specification**

**Appendix D – Drawings & Photos**

**APPENDIX D – LOCATIONS AND PHOTOGRAPHS OF WORKS AREAS**

Works Locations



Damp remedial works location

Render repair works location 2



Render repair works location 1

Car park drainage repair works



**CAR PARK SURFACE WATER DRAINAGE & RELEVELLING**



॥  
१  
१  
१  
॥

An aerial photograph showing the Southend YMCA Community School building, which is outlined in red. The building is located on Tickfield Ave. A red location pin is placed near the building, and blue arrows point to specific features: one points to the building's roof, another points to the street, and a third points to a nearby area. The surrounding area includes residential houses, a parking lot, and a large open field.

Defect: Location: 2 on West elevation. ¶

East elevation 9

South-  
elevation

॥  
॥  
॥  
॥  
॥





**Render Repairs – Defect Location Nr 1**

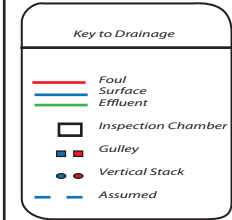
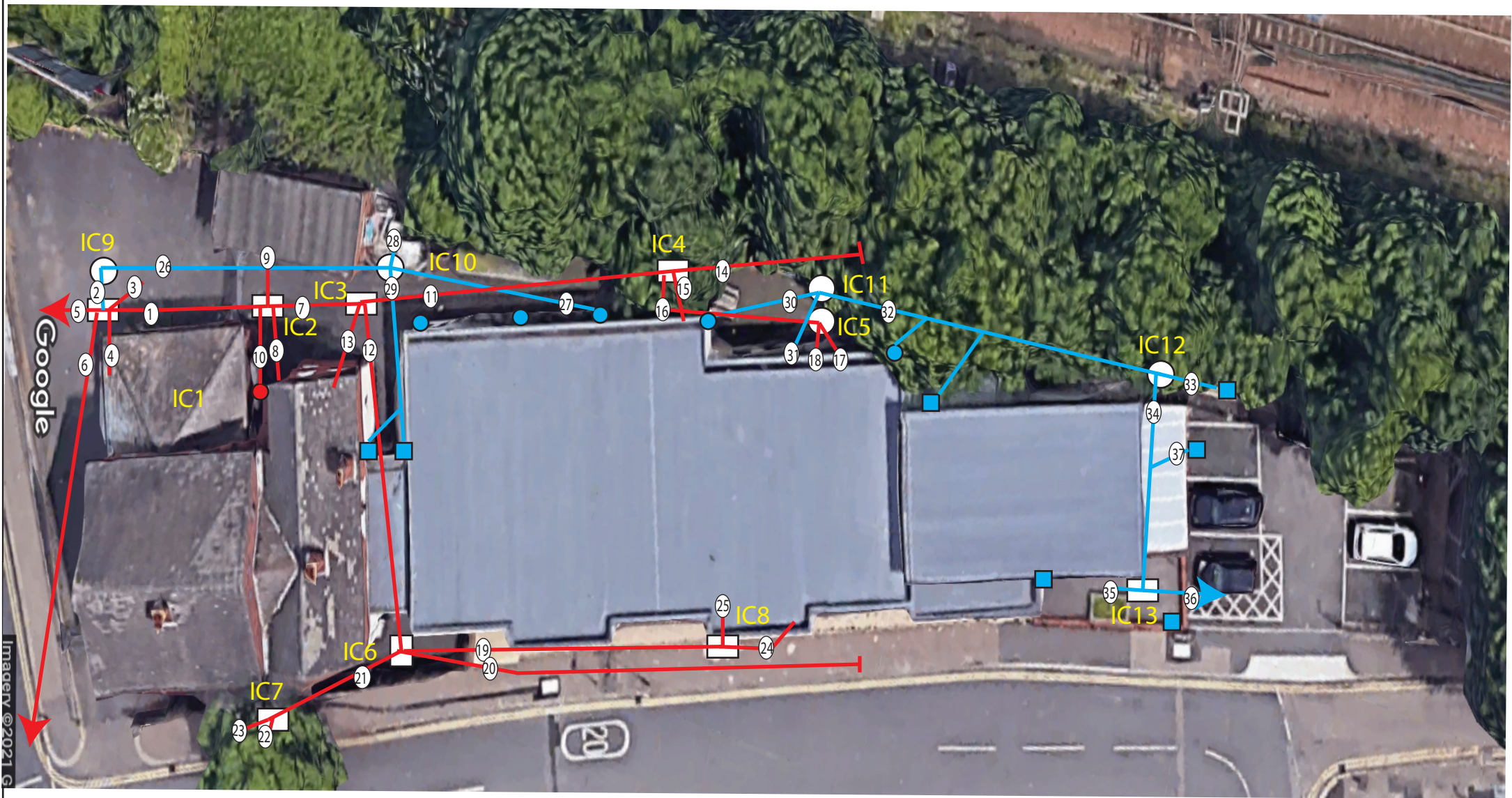


**Render Repairs – Defect Location Nr2**

**DAMP REMEDIALS – NEW SURFACE WATER DRAINAGE INSTALLATION**







IC1 - I.L 1990mm  
 IC2 - I.L 1790mm  
 IC3 - I.L 1670mm  
 IC4 - I.L 1550mm  
 IC5 - I.L 600mm  
 IC6 - I.L 1370mm  
 IC7 - I.L 560mm

IC8 - I.L 670mm  
 IC9 - I.L 1550mm  
 IC10 - I.L 620mm  
 IC11 - I.L 560mm  
 IC12 - I.L 730mm  
 IC13 - I.L 1850mm (Catchpit)

**PipeLine Drain Solutions Ltd**  
 CCTV Drain Surveys  
 Drain Clearing and Cleaning  
 Non-Dig Technology Pipe lining  
 Tel: 0800 955 40 99 Mob: 0750 122 1492

Client: **Lengard Ltd**

Site address:  
**YMCA Southend**

Job Ref: **S1124SOUT**

Date: **22/12/21**

THE INFORMATION CONCERNING SEWERS OR DRAINS IS CORRECT AS FAR AS IS KNOWN  
 HOWEVER PIPELINE ACCEPTS NO RESPONSIBILITY FOR ANY INACCURACIES

## Appendix E – PCI

# SOUTHEND YMCA COMMUNITY SCHOOL

## Pre-construction Information

FEBRUARY 2023



## CONTACTS



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Arcadis.

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# Southend YMCA Community School

## Pre-construction Information

Author                Rejin Raj

Checker             Chris Longmire

Approver           Chris Longmire

Report No          Version 02

Date                 FEBRUARY 2023

### VERSION CONTROL

Version	Date	Author	Checker	Approver	Changes
1	14/02/2023	Rejin Raj	Chris Longmire	Chris Longmire	1 <sup>st</sup> Copy
2	15/02/2023	Rejin Raj	Chris Longmire	Chris Longmire	Updated the missing details

This report dated 14 February 2023 has been prepared for DfE (the “Client”) in accordance with the terms and conditions of appointment dated (the “Appointment”) between the Client and **Arcadis LLP** (“Arcadis”) for the purposes specified in the Appointment. For avoidance of doubt, no other person(s) may use or rely upon this report or its contents, and Arcadis accepts no responsibility for any such use or reliance thereon by any other third party.

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# APPENDICES

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Clients Site Rules

## APPENDIX B

Designers Information on Significant Risk

## APPENDIX C

Health & Safety File

## APPENDIX D

Principal Contractor's Construction Phase Plan

## APPENDIX E

Asbestos Reports

# **1 Introduction**

## **1.1 Objectives**

### **1.1.1 Pre-construction Information**

This Pre-Construction Information sets out to ensure that the design and construction of the works is implemented in a safe manner and complies with current health and safety legislation. It follows the requirements of the Construction (Design and Management) Regulations 2015 Appendix 2 of the guidance document and is intended to impart relevant information about the works to enable due allowance to be made in respect of health and safety.

### **1.1.2 Hazard Identification**

Hazard Identification and Residual Risk registers have been compiled because of design risk workshops, though comprehensive, the Principal Contractor is to review and conduct his own risk assessment and bring any concerns to the attention of the design team.

### **1.1.3 Arcadis LLP Quality Assurance Procedures**

This Document has been checked in accordance with Arcadis LLP procedures.

## **2 Client Health and Safety Standards and Requirements**

As a 'Client' under the Construction (Design and Management) Regulations 2015 (CDM regulations), DfE recognise that they have considerable influence over the health and safety performance achieved on construction projects in which we are involved.

DfE is committed to ensuring that the underlying principles and requirements of the CDM Regulations are fully implemented on all construction projects so that exemplar standards of health and safety performance are achieved across our project programmes.

To fulfil the duties placed upon the client and demonstrate our compliance with the requirements of the CDM Regulations, DfE have developed processes, procedures, and checklists to be used at all work stages throughout a construction project.

### **2.1 Appointments**

The Principal Designer, Designers, Principal Contractor and Contractors appointed by DfE shall be either existing approved suppliers or approved via the DfE process, which includes relevant CHAS accreditation.

### **2.2 Design Phase**

DfE expect all Designers to be familiar with the HSE Principles of Prevention and Red, Amber, Green (RAG) lists, and demonstrate that they have been adopted in all design work undertaken on behalf of DfE.



Health and safety must be an agenda item at all design team meetings, and DfE expect the necessary workshops to take place during the design phase to identify strategies for safe access for the internal and external cleaning and maintenance of the building.

During the design phase health and safety hazards associated with:

- Groundworks
- Erection of Primary Structure
- Installation of Plant
- Internal Fit Out
- Occupation and Use of the Building
- Internal and External Cleaning (especially high level)
- Maintenance
- Refurbishment / Repair / Alteration / Extension
- Dismantling
- Demolition

must be identified and measures to reduce and control the level of risk, so far as reasonably practicable, developed.

Where a Principal Designer is appointed, DfE expect a combined Project Health and Safety Risk Register to be maintained by the Principal Designer throughout the project to record significant and unusual hazards associated with the project, actions taken to eliminate or control the level of risk during design and residual risks that must be controlled during the construction and on-going use of the building.

The Project Health and Safety Risk Register must be included with the Pre-Construction Information provided to the Principal Contractor / Contractors.

DfE also expect significant and unusual hazards that have not been eliminated during the design process to be annotated using pictorial warnings supported with written dialogue in a Residual Health and Safety Risks Box on design and construction drawings provided to the Principal Contractor / Contractors.

This allows for all relevant risk information to be collated in one place and ensures all significant and unusual issues are not missed during design changes. This practice also ensures that the intended audience, the contractors, and their employees will visually be made aware of these issues.

## 2.3 Mobilisation for Construction

No work is to commence until the Principal Contractor or Contractor's Construction Phase Plan has been assessed for its adequacy by the DfE, and an authorisation to proceed has been issued.

The Principal Contractor or Contractor's Construction Phase Plan must be sufficient to address clearly, the arrangements for managing and organising the project and include information as listed in the '**Principal Contractors Construction Phase Plan**', given in **Appendix D**, prior to work commencing on site.

The Construction Phase Plan must refer to the health and safety competence reviews of all sub-contractors used for the project. The Plan must contain an example of the process used to undertake this evaluation, i.e. questionnaire / evaluation form contractors are required to complete.

The content of any existing Health and Safety File and the survey reports and utilities information provided with this Pre-Construction Information must be referenced and addressed within the Principal Contractor / Contractor's Construction Phase Plan and project specific Risk Assessments and Method Statements.

## 2.4 Construction Phase

On receipt of authorisation to proceed the Principal Contractor or Contractor is under a legal duty to administer, implement and update the Construction Phase Plan as required by changes in design or circumstances, throughout the construction period.

The Principal Contractor and all Contractors must ensure that all operatives are familiar with DfE, Construction Standards and Expectations before starting work on site and always comply with the site requirements.

**Failure to comply with any elements may be considered as a breach of contract and result in the persons removal from site.**

DfE require that personnel allocated to work on our projects hold the following qualifications:

Site Managers - valid Site Managers Safety Training Scheme (SMSTS) certificate  
Site Supervisors - valid Site Supervisors Safety Training Scheme (SSSTS) certificate  
All operatives - valid CSCS card relevant to their role on the project

All construction work must take place in compliance with the requirements of the DfE – as per site requirements and rules and must be pre agreed with the principal contractor.

Health and safety must be an agenda item at all site progress meetings, and DfE expect the necessary liaison to take place on a regular basis, throughout the construction phase to identify, amend and implement risk control measures to ensure the continuing health, safety, and welfare of DfE staff, customers and other visitors to the premises.

To ensure that Principal Contractors and Contractors continue to manage health and safety to a high standard on site throughout the construction phase of projects, DfE will arrange for site health and safety inspections to be carried out.

**Principal Contractors and Contractors must co-operate with the suppliers engaged by DfE to undertake site health and safety inspections on our behalf. Any failure to cooperate or attempt to obstruct the completion of site health and safety inspections may be considered as a breach of contract and result in the persons removal from site.**

Where poor performance is identified during a site health and safety inspection, the report of inspection will be escalated directly to DfE.

In the event of any accident or health and safety related incident occurring during the construction Phase, DfE expect that the Principal Contractor / Contractor will comply with the requirements as per the site rules.

### **3 Clients Brief**

#### **3.1 Information on the Aims and Objectives of the Project**

##### **3.1.1 Main function and operational requirements of the finished project**

The Principal Contractor will report directly to the Project Manager and will produce a monthly progress report which will be copied to the Project Manager, Client and Project Team as well as any other stakeholders requested to be copied in by the Client.

Regular project progress meetings will be expected to be held by the Principal Contractor, who will invite the Project Manager, Client Representative, Design Team and other invites as necessary, and will also provide and distribute records of the key features and decisions of each meeting.

##### **3.1.2 How the project will be managed including its health & safety risks**

The Client's aim is to complete this project to its satisfaction with minimal accidents or instances of work-related ill health. In addition, the Client expects any contractors and all others associated with the project that the Principal Contractor may appoint, to approach health and safety matters in a similar way in order to achieve the highest standards of safety performance.

The appointed Principal Contractor must ensure that adequate resources are given to meet these goals and as such the issued Construction Phase Plan must refer to the health and safety competence reviews of all contractors used for the project. The plan should contain where reasonable to do so an example of the process undertaken in this evaluation process, i.e. example of typical questionnaires/forms contractors are required to submit.

The Construction Phase Plan should also contain details/arrangement and/or management process the Principal Contractor has in place for monitoring and effecting behavioural safety on site. Upon appointment the Principal Contractor is to develop and detail such systems as are relevant to the works and include within the Construction Phase Plan.

The Principal Contractor shall engage suitably qualified site managers who shall possess, as a minimum, a current, 5-day, Site Managers Safety Training Scheme (SMSTS) certificate or equivalent.

The Principal Contractor is to comply with all current Health and Safety Legislation and Approved Codes of Practice

###### **3.1.2.1 Permitted Working Hours**

Working hours are anticipated to be as below but will be subjected to confirmation by local planning authority:

Monday to Friday	08.00 to 18.00
Saturday	08.00 to 13.00
Sunday and Bank Holidays	By arrangement with the Project Manager and Client only

Additional hours are permitted subject to conforming to the DfE's Safety policies for contractors working on site.



### 3.1.2.2 Site Hoarding Requirements

All security fencing/hoarding is to be of adequate design and construction to enclose site boundaries with health and safety warning signs to the public and children in agreement with the Client.

### 3.1.2.3 Client Permit to Work Systems

The Principal Contractor will be required to implement a system of permits or agree an alternative system with the Client. Items that will require a 'Permit to Work' include but are not limited to:

- Removal of asbestos containing materials
- Hot works permits
- Confined Spaces Working.
- Demolition Works.
- Work on Live Electrical Services.
- Work on roofs or at Height.
- Work in Excavations and permit to dig.

### 3.1.2.4 Fire Precautions

The Principal Contractor should consider the following issues:

- Ensure that all necessary fire precautions are implemented and that site personnel are aware of all fire drills, all escape and rally points and positions of all firefighting equipment in the event of a fire.
- Ensure that all existing fire evacuation routes are safely maintained throughout the construction works and that hoarding lines do not interfere with final exit routes.
- A responsible person in charge of fire safety who can assess fire risks, understands fire growth and spread, will prepare and up-date site evacuation plans as necessary, and will prepare a salvage operation plan.
- Ensure that the location of the client's muster points is known and not interfered with.
- Frequency of client's fire drills where they may affect or impinge on the construction site.
- The Principal Contractor shall comply with the Joint Code of Practice 'Fire Prevention on Construction Sites' and the recommendations of HSG 168 – Fire Safety in Construction
- A fire safety plan and Fire Risk Assessment in compliance with the Regulatory Reform (Fire Safety) Order 2005 or the 'Joint Code' is to be prepared prior to any works commencing It shall include procedures to reduce the risk of fire and for dealing with fires, explosion and other major incidents.

### 3.1.2.5 Emergency Procedures and Means of Escape

The Principal Contractor is to have a formulated emergency procedure for the site. This procedure is to include details of the nearest accident and emergency unit, local police details and a marked-up site plan for use by the emergency services.

Details of the client's site emergency procedures will be provided as part of the preparations for site set-up and the Principal Contractor's plan must include suitable procedures to notify other building users of an emergency situation and to receive notification where such an incident occurs elsewhere on the site.

The Principal Contractor is to ensure that in the event of an emergency updated site plans are taken to the muster point and made available to the fire and rescue service. The plans must give details on the following as stated in the Joint Code of Practice:

- Fire and rescue service access, firefighting shafts, fire lifts and temporary hoist facilities?
- Dedicated emergency escape routes and staircases?
- Sprinkler installations?
- Floor loading limitations?
- Positions of hydrants on or near the site, dry riser inlets and wet risers?
- Fire points?
- Temporary buildings and temporary accommodation?
- Hazardous items (e.g. flammable liquids, gas cylinders, gas mains, electrical risers, temporary holes in floor slabs)?

### 3.1.3 Timeframes

Anticipated project dates are as below & subject to Contractor's Proposals:

Minor Building Fabric	
Start on site	03 <sup>rd</sup> April 2023
Completion	14 <sup>th</sup> April 2023
Heating Distribution	
Start on site	17 <sup>th</sup> July 2023
Completion	25 <sup>th</sup> August 2023

### 3.1.4 Clients single point of contact

Name: [Stuart Wager](#)

Email: [stuart.wager@arcadis.com](mailto:stuart.wager@arcadis.com)

Mob: [+44 2078 122179](tel:+442078122179)

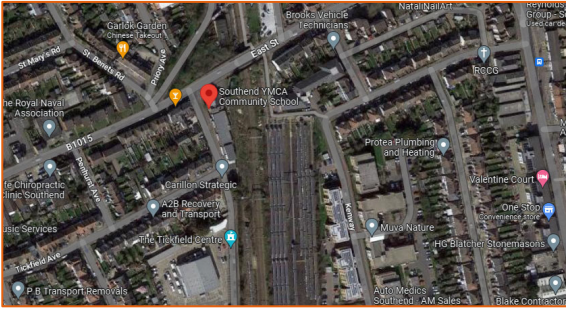
## 4 Description of the Project

### 4.1 Project Description

1. Localised ponding. Install new surface drainage and connect into existing underground surface water drainage, making good car park finishes following installation.
2. Damp penetration. Install drainage channel (Acco type) at junction of masonry wall and existing pathway, connect into existing surface water drainage and make good all finishes at completion of installation.
3. Render. Cut out all existing defective render and make good.

## 4.2 Location of the Project

Southend YMCA Community School, Ticket House, 110 East Street, Prittlewell, Southend-on-Sea, Essex SS2 6LH



Southend YMCA Community School - Google Maps

## 4.3 Details of Parties Involved

Company Name	Address	Phone No.	Contact
Project Director - DfE	Department for Education, Fifth Floor	07789 137087	Toby Chambers Email: toby.chambers@education.gov.uk
Project Manager - DfE	Sanctuary Buildings 20 Great Smith Street London, SW1P 3BT	07393008424	Poornima Karthik Email: Poornima.karthik@education.gov.uk
Project Manager (Lead TA) Arcadis	2nd Floor Tempus Court, Onslow Street, Guildford, GU1 4SS	+44 (0) 7818 526025	Stuart Wager Email: stuart.wager@arcadis.com
Cost Consultants Arcadis	UK London 80 Fen	07769 364 799	Arshad Ali Email: arshad.ali2@arcadis.com
Principal Designer (Feasibility Stage Only) Arcadis	80 Fenchurch Street, London EC3M 4BY United Kingdom	07500 101933	Chris Longmire Email: christopher.longmire@arcadis.com
Principal Contractor			
TBC			
Local Authority Southend-on-Sea City Council	Civic Centre Victoria Avenue, Southend-on-Sea, Essex, SS2 6ER		
Health and Safety Executive HSE	Osprey House, Hedgerows Business Park, Colchester Road, Springfield, Chelmsford, Essex, CM2 5PF		

## 4.4 Arrangements for the Co-operation Between Duty Holders

Under CDM 2015, each element of design including temporary works, designed access equipment, individual specialist contractor and specialist designer packages, is required to be developed with due consideration for the health and safety of all concerned both during construction, subsequent occupancy and maintenance. Each element of design will be co-ordinated for health and safety aspects by the Principal Designer using design team meetings and risk workshops as appropriate.

To facilitate this, the following shall apply:

- Each element of design shall be developed by the design team based on hazard identification and control considering the Principles of Prevention.
- The design team must also consider buildability, future maintenance, repair and subsequent demolition and dismantling.
- The Principal Contractor must ensure that any designer appointed by him shall be provided with all necessary information to enable the design to consider other works and other design elements in selecting the most appropriate options.
- Each element of design shall be submitted in sufficient time to permit proper consideration of health and safety, to ensure that the designers have taken due regard to health and safety as part of their design.
- The Principal Contractor shall be required to update, amend and modify as necessary the detailed Construction Phase Plan in order to address any health and safety risk associated with individual design elements developed during the works, so that at all times the plan may be considered suitable and sufficient.

## **5 Existing Information, Records & Plans**

### **5.1 Existing Structure(s)**

Southend YMCA Community School is located the junction of the B1015 East Street and Tickfield Avenue, Southend-on-Sea. A railway line runs adjacent to the site to the north., The school building comprises two main parts; the original ticket office – a Victorian era two-storey red-brick and slate roofed building, which is now joined by a new 'link block' to a modular type block, installed by McAvoy under the Free School programme in 2013. There is also a standalone boiler room which is a single storey structure with flat roof and solid brick wall which consists of a plant room and external store separated by an internal masonry partition.

### **5.2 Health & Safety Hazards of the Site**

#### **5.2.1 Asbestos Containing Materials**

Asbestos Management Survey Report not available. The Principal Contractor must also have in place a protocol for dealing with contaminants found during the works that are not listed or fully identified. Should asbestos be detected or suspected during the works, all works shall cease in that area until further tests are undertaken, and safe removal can be arranged, in accordance with the Control of Asbestos Regulations 2012. The Principal Contractor shall ensure that all operatives have received (as a minimum) basic asbestos awareness training. Training records may be requested prior to any operations commencing on site.

#### **5.2.2 Existing Storage of Hazardous Materials**

None that have been drawn to the attention while preparing the PCI, however, the Principal Contractor is to ensure all operatives remain vigilant against the unlikely discovery of any hazardous materials or substances which may have remained undiscovered in tenanted properties prior to start on site.

### **5.2.3 Ground Conditions**

This project does not include substantial excavations; however, the Principal Contractor should consider the ground stability / bearing capacity of proposed locations for permanent slabs for plant and equipment and temporary positions for containers, plant, equipment or materials, prior to positioning.

### **5.2.4 Difficulties within premise**

It is possible these works will be undertaken at the same time as another contractor is undertaking works on site. This will be confirmed prior to commencement. It is possible that other maintenance works may be scheduled by the current maintenance provider. This will be subject to confirmation with the school and the timing of any such works will be communicated to the successful Bidder by no later than Contract Award. Access for parking is limited on site. The successful bidder will have access to the schools welfare facilities. They will be expected to keep these in a good clean standard during and at completion of the works. It is recommended that the contractor undertake a photographic record of condition at the start and completion of the works.

The construction phase will have the potential to create dust. It will therefore be necessary to undertake a construction dust risk assessment to determine the level of mitigation required during the construction phase.

Based on the result of local air quality monitoring, there is a risk of exceedances of the annual mean NO<sub>2</sub> air quality objective at the application site. Detailed air quality dispersion modelling is recommended to determine whether there would be any constraints to the design of the proposed development with regard to air quality.

When available, the level of trips generated by the proposed school would need to be compared with screening criteria to determine whether further investigation of the potential air quality impact on the local area would be required. In order to meet the Air Quality Neutral requirements of London Plan Policy SI1 Improving Air Quality, an Air Quality Neutral Assessment would need to be completed when the relevant data are available.

PC shall ascertain the localised site conditions pertinent to the proposals. The PC shall continually monitor the conditions of any retained structures throughout the construction phase, both inside and outside, immediately reporting any observed defects to the Employer & CDMA.

### **5.2.5 Smoking Restrictions**

Smoking is not permitted anywhere on the site

## **5.3 Extent and Location of Existing Records and Plans**

All existing information by way of existing drawings, reports, structural appraisals etc., and other relevant information, are included in the tender documents and are available on SharePoint.

### **5.3.1 Available Information**

The Principal Contractor must ensure that the information provided is sufficiently detailed to allow identification of the risks associated with any hazards that may exist.

Where surveys and reports are included within the tender documentation, they are referred to here and will not be duplicated.

### **5.3.2 Location of Existing Services**

The duty remains with the Principal Contractor to ensure that he has sufficient information to plan, manage and safely undertake his construction works, and where this involves potential for accidental strike of buried services.

It will be necessary to undertake a careful appraisal of the existing services on site prior to the commencement of the development. This will ensure that all live services have been identified, traced, marked and protected to avoid damage or disconnected as required by the works to be undertaken. There is also the possibility of unrecorded services to which the Principal Contractor is to remain vigilant. The Principal Contractor should assume that any/all services found as part of the investigation works are live until otherwise proven.

No excavation is to be undertaken unless the area has been checked for the presence of underground services. Observance of the recommendations in HSE Guidance Note HS (G) 47 'Avoidance of underground services' may be prudent.

The Principal Contractor is to ensure that any services connected to adjacent occupied premises or other facilities are not disconnected or interfered with without due notice.

## **5.4 Site Constraints**

### **5.4.1 Boundaries and access, including temporary access.**

Adequate warning signs, traffic management systems and temporary barriers etc., will need to be in place prior to construction works commencing on site, and proposals for the site signage will be required within the site set up plan.

Throughout the period of the works, adequate means of escape must be continually maintained for contractor's personnel, visitors to the site and the public and tenants using the car parks and adjacent occupied buildings. Routes for emergency vehicles entering and exiting the adjacent sites must always be maintained.

### **5.4.2 Adjacent land use**

The site is situated within a mainly residential area with some local facilities in the vicinity.

### **5.4.3 No-go areas or other authorisation requirements for those involved in the project.**

The areas surrounding the site will remain occupied, and the Principal Contractor is to emphasize to all his contractors and operatives on site that their behaviour and treatment of not only the site but surrounding areas will reflect upon the project. Noisy, rowdy, or inappropriate behaviour or littering in the adjacent areas will not be tolerated, and the effects of the site and behaviour of operatives in and around the site on the local tenants should always be considered.

### **5.4.4 Any areas the client has designated as confined spaces.**

The associated risks and management controls required should be acknowledged within the initial draft of the Construction Phase Plan, though the specific on-site measures and precautions may be addressed in risk assessments and method statements prepared nearer to these works taking place on site.

### **5.4.5 Parking Restrictions**

There is limited available parking at the site. Parking of contractors vehicles should be limited to those necessary for the effecting discharge of the works. All other vehicles will have to park on-street abiding by the local authority parking restrictions.

### **5.4.6 Restrictions on Deliveries or waste collection or storage**

The Principal Contractor must ascertain and comply with any requirements or restrictions concerning access to the site, road traffic, standing vehicles and any restricted times or places for loading, unloading of materials, plant, equipment etc., those imposed by the highway authority, the police and other relevant bodies.

Vehicle access for deliveries etc. should be managed and the Principal Contractor is required to make allowance for suitably robust site arrangements, a gateman to attend all deliveries, and where necessary a qualified and trained banksman to escort deliveries or waste removal where reversing vehicles are unavoidable due to site constraints.

The adjacent roads, car parking areas and pedestrian routes will be in use throughout the course of the Works in consideration of the needs.

#### **5.4.7 Security of the Site**

The Principal Contractor will be wholly responsible for the security of the site and provide all necessary measures as are reasonably practicable to prevent un-authorised access by any member of the public or other person.

The health, safety and security of the public is paramount and relevant measures shall be adopted by the Principal Contractor to ensure that the same is always maintained for the duration of the works. The client and project manager consider all breaches of security serious and breaches that occur as the result of a failure by the Principal Contractor will be deemed to be a serious failure in performance.

The Principal Contractor is to ensure that unauthorised access to the site, particularly by children, is prevented for the duration of the works. Please refer to HS(G) 151 "Protecting the Public – Your Next Move" for guidance. All arrangements shall be agreed prior to their implementation through inclusion in the Construction Phase Plan.

The Principal Contractor will be required to provide appropriate security such that unauthorised access to any works is prevented; the following are suggested as the minimum requirements:

- Access passes on completion of a site induction course.
- Provide adequate security resources and management to maintain physical security of the site.
- PC shall establish an access control point for the duration of the site works and establish a suitable control method to manage authorised access/egress of personnel.
- Ensure enclosure is fully secure from unauthorised access to prevent pilfering, theft, damage and access to the works. The PC shall ensure that all regulatory licenses and approvals are sought and achieved for the required hoardings.

## **APPENDIX A**

### **Clients Site Rules**

The Contractor shall ensure that his personnel and contractors adhere to the following principles of good conduct, good practice, and workmanship.

The Principal Contractor shall apply the following site rules and ensure that they are observed and complied with by everybody working on or visiting the site:

1. No personnel, including visitors, are to have access to the site without fully complying with site access permit requirements. Visitors must always be accompanied.
2. All staff to be issued photographic identification which is always to be worn whilst on site, staff are also required to wear clothing clearly signifies for whom they work, entry on to site is to be strictly controlled.
3. All personnel shall be properly and correctly trained for the work on which they are employed.
4. Personal protective equipment appropriates to the task being carried out shall always be worn.
5. No drugs or alcohol shall be allowed on the site, or any person who is under the influence of drugs or alcohol.
6. Smoking is not permitted on site.
7. All dust and pollution shall be prevented, all measures are to be taken to prevent any nuisance to the public and building occupiers.
8. Radios, cassette players, personal stereos or similar are prohibited.
9. Any person using abusive language, wolf whistling or similar will be expected to be removed by the Principal Contractor from the site.
10. No fires on site; the Principal Contractor must comply with the Joint Code of Practice Fire Prevention on Construction Sites, Latest Edition.
11. Lone working on site is not permitted.
12. All site operatives and personnel, including visitors, shall be aware of the evacuation procedures in the case of an emergency.
13. All escape routes must be kept clear of plant, tools, materials and rubbish always.
14. All fire exit doors to be always maintained and must be left unobstructed.
15. Hours when the contractor is permitted to work must be strictly adhered to.



**APPENDIX B**  
**Designers Information on Significant Risk**

# Risk Register for FS 0137 SOUTHEND YMVCA COMMUNITY SCHOOL



Risk ID	Risk & Issue (description)	Current Owner	Date Raised	Baseline Prob	Baseline Impact	Proj Severity	Countermeasures/Contingency plans	Current Status
<b>1.0</b>	<b>Client issues</b>							
1.1	Staff to open school during holiday periods when works will be undertaken	School	30/01/2023	2	2	4	Ensure good communication with school and check in on opening one week before works due to commence.	Open
1.2	Limited parking on site	Contractor	30/01/2023	2	3	6	Contractor to limit parking on site and ensure this is managed during the course of the works. Car parking area to be left in same condition with any damage incurred made good. Survey to be undertaken prior to commencement of works.	Open
<b>2.0</b>	<b>Design Issues</b>							
2.1	Proximity to neighbouring properties and possible damage to third party buildings/fences etc.	DfE	30/01/2023	2	3	6	Works are of a minor nature and well inside site boundary. Contractor to undertake survey prior to commencement of works.	Open
<b>3.0</b>	<b>Statutory</b>							
3.1	No materials risks noted.		30/01/2023			0		
<b>4.0</b>	<b>Utilities</b>							
4.1	Discovery of unidentified services / location of services not as record plans.	DfE	30/01/2023	2	2	4	None anticipated based on previous surveys and investigations but Contractor to remain vigilant during the works.	Open
<b>6.0</b>	<b>Financial</b>							
5.1	Cost increase due to unexpected ground conditions during excavations	DfE	30/01/2023	2	3	6	Close monitoring of cost during works. Any perceived change in scope to be communicated to client as soon as possible.	Open
<b>6.0</b>	<b>Uncontrollable Risks</b>							
6.1	Adverse weather.	DfE	30/01/2023	2	2	4	Contractor to monitor and advise Client of any significant delays and propose plan for recovering delays	Open
<b>7.0</b>	<b>ICT Issues</b>							
7.1	No materials risks noted.	DfE	30/01/2023			0		

## APPENDIX C

### Health & Safety File

The health and safety files are defined as a file appropriate to the characteristics of the project, containing relevant health and safety information to be considered during any subsequent project.

The file must contain information about the current project likely to be needed to ensure health and safety during any subsequent work, such as maintenance, cleaning, refurbishment, or demolition. When preparing the health and safety file, information on the following should be considered for inclusion:

- a. A brief description of the work carried out.
- b. any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g., surveys or other information concerning asbestos or contaminated land).
- c. key structural principles (e.g., bracing, sources of substantial stored energy – including pre- or post-tensioned members) and safe working loads for floors and roofs.
- d. hazardous materials used (e.g., lead paints and special coatings).
- e. information regarding the removal or dismantling of installed plant and equipment (e.g., any special arrangements for lifting such equipment).
- f. health and safety information about equipment provided for cleaning or maintaining the structure.
- g. the nature, location, and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc; and
- h. information and as-built drawings of the building, its plant and equipment (e.g., the means of safe access to and from service voids and fire doors).

There should be enough detail to allow the likely risks to be identified and addressed by those carrying out the work. However, the level of detail should be proportionate to the risks. The file should **not** include things that will be of no help when planning future construction work such as pre-construction information, the construction phase plan, contractual documents, safety method statements etc.

Information must be in a convenient form, clear, concise, and easily understandable:

Electronic Copy: Final transfer of documentation is yet to be agreed. However, Electronic media copies of all documents are required with the following characteristics:

Complete Health and Safety file and drawings in Bookmarked PDF format.

Drawings only, in .pdf and .DWG or similar CAD format.

Hard Copy: Bound paper manuals are required with the following characteristics:

Covers: EMGEE (or similar) A4 PVC 4 D White ring binders with clear pocket on full face and spine

Sizes: 25, 38, 50, 65mm

Part Tab Dividers: White stepped 1 to 5 Concord Ref. 06201

Section Tab Dividers: White stepped 1 to 31 Concord Ref. 06701

Paper Print of Drawings: Plain paper prints of record drawings are required, folded to A4, for all contractor and manufacturer's drawings, and placed with the title outermost in clear plastic pockets.

## APPENDIX D

### Principal Contractor's Construction Phase Plan

The Construction Phase Plan (CPP) must record the:

1. Health and safety arrangements for the construction phase
2. Site rules; and
3. Where relevant, specific measures concerning work that falls within one or more of the categories listed in Schedule 3 (Work involving particular risks).

The plan must record the arrangements for managing the significant health and safety risks associated with the construction phase of a project. It is the basis for communicating these arrangements to all those involved in the construction phase, so it should be easy to understand and as simple as possible.

In considering what information is included, the emphasis is that it:

1. Is relevant to the project.
2. Has enough detail to clearly set out the arrangements, site rules and special measures needed to manage the construction phase; but
3. Is still proportionate to the scale and complexity of the project and the risks involved.

The plan should not include documents that get in the way of a clear understanding of what is needed to manage the construction phase, such as generic risk assessments, records of how decisions were reached or detailed safety method statements. The following list of topics should be considered when drawing up the plan:

1. A description of the project such as key dates and details of key members of the project team.
2. The management of the work including:
  - a. The health and safety aim for the project.
  - b. The site rules.
  - c. Arrangements to ensure cooperation between project team members and coordination of their work, e.g., regular site meetings.
  - d. Arrangements for involving workers.
  - e. Site induction.
  - f. Welfare facilities; and
  - g. Fire and emergency procedures.
  - h. The control of any of the specific site risks listed in Schedule 3 where they are relevant to the work involved.

#### Work involving risks

1. Work which puts workers at risk of burial under earth falls, engulfment in swampland or falling from a height, where the risk is particularly aggravated by the nature of the work or processes used or by the environment at the place of work or site.
2. Work which puts workers at risk from chemical or biological substances constituting a danger to the safety or health of workers or involving a legal requirement for health monitoring.
3. Work with ionizing radiation requiring the designation of controlled or supervised areas under regulation 16 of the Ionising Radiations Regulations 1999.
4. Work near high voltage power lines.
5. Work exposing workers to the risk of drowning.
6. Work on wells, underground earthworks and tunnels.
7. Work carried out by divers having a system of air supply.
8. Work carried out by workers in caissons with a compressed air atmosphere.
9. Work involving the use of explosives.
10. Work involving the assembly or dismantling of heavy prefabricated components.
11. Covid-19 arrangements on site & control measures.

\*Where they are relevant to the work involved.

Where Asbestos Containing Materials (ACM's) have been identified within the Asbestos Refurbishment & Demolition Survey and where the project will require work on, or which will disturb or is liable to disturb, materials containing asbestos the Construction Phase Plan must include specific measures for managing the risk and avoiding risk of exposure.

## **APPENDIX E**

### **Asbestos Reports**

A demolition survey report was undertaken in 2013 confirming that the Ticket Hall building did not have any Asbestos Containing Materials from the samples taken. This report is appended for Contractor information.

## ASBESTOS DEMOLITION SURVEY REPORT

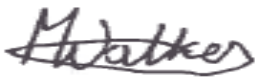


Ticket house,  
110 East street,  
Southend,  
SS2 6LH

Prepared for  
Blue sky architects

REC Report ASB-BT-S-207

26<sup>th</sup> November 2013



Issue/revision	Issue 1	Revision 1	Revision 2	Revision 3
Remarks	Final			
Date	26-11-13			
Prepared by	Michael Walker			
Signature				
Checked by	Brendan Coleman			
Signature				
Authorised by	Michael Walker			
Signature				
Project number	ASB-BT-S-207			

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## 1.0 EXECUTIVE SUMMARY

No asbestos was located during the course of this demolition survey subject to the exclusions detailed in this report. It is recommended that demolition activities are undertaken with caution.

### Specific areas / items not included in this survey were:

Location	Comments
Rubble Stockpile	Stockpile was visually inspected, no asbestos containing materials were discovered. Further testing and screening will be required if the rubble is to be removed from site.

Any areas not accessed should be presumed to contain asbestos until proven otherwise.

## 2.0

## INTRODUCTION & SCOPE OF WORK

<i>Name of Surveying Organisation</i>	REC Ltd Environment House Bullocks Lane Takeley Bishops Stortford CM22 6TA
<i>Name of Lead Surveyor(s)</i>	Michael Walker
<i>Name of Assistant Surveyor (s)</i>	Brendan Coleman
<i>Date(s) of Survey</i>	26-11-2013
<i>Name and address or person who commissioned the survey</i>	Blue Sky Architects, Building 1000 Kings Reach, Yew Street, Stockport, Cheshire SK4 2HG
<i>Name and Address of Premises Surveyed</i>	Ticket House, 110 East Street, Southend, SS2 6LH
<i>Description of premises surveyed</i>	Ticket house, outhouse and rubble to the rear of the main building.
<i>Description of Areas Included in the Survey</i>	All
<i>Purpose of Survey</i>	Identification of all asbestos prior to demolition
<i>Description of Areas Excluded From the Survey</i>	The rubble to the rear of the building was inspected visually but further testing is needed.
<i>Survey Method Used</i>	HSG 264 Documented in House Surveying Procedures
<i>Type of Survey Undertaken</i>	Demolition
<i>Any Variations or Deviations From Methods</i>	None
<i>Agreed exclusions and inaccessible areas (state reasons). These should be specific to the survey and not generic.</i>	

## 3.0 AUTHORISATION

- 3.1 Should the client wish to pass copies of the report to other parties for information, the whole of the report should be copied but no professional liability or warranty shall be extended to other parties by REC (Asbestos) Ltd in this connection without the explicit written agreement thereto by REC (Asbestos) Ltd.
- 3.2 This document is submitted in connection with a contract to supply goods/services and is issued only on the basis of strict confidentiality.
- 3.3 All pages of this report must be read in conjunction with one another; they must be kept together and NOT singled out or copied individually as descriptions and locations are not always cross-referenced.

## 4.0 PURPOSE, AIMS AND OBJECTIVES

- 4.1 The purpose of this survey was to undertake an asbestos demolition survey as described in HSE document HSG 264.
- 4.2 The aim was to locate, as far as reasonably practicable, the presence and extent of any suspect materials that may contain asbestos in the premises and assess their condition, vulnerability, surface treatment, product type and extent.
- 4.3 The purpose of this Demolition Survey is
- To provide accurate information on the location, amount and condition of asbestos containing materials (ACMs) prior to the demolition / refurbishment activities described.
  - To allow the required demolition / refurbishment activities to proceed with caution.
- 4.4 This was a Demolition Survey as defined by HSE publication HSG 264 “Asbestos: the survey guide”.
- 4.5 Any diagrams in the report are not to scale and are illustrative only to indicate approximate locations. The descriptions used are for location identification purposes only.
- 4.6 All the recommendations described in this report are standardised and based upon material assessment sheets for each individual inspection. The assessments take into account the type of asbestos, extent of any damage and surface treatment to generate the associated risk evaluation. Recommendations should still be reviewed for suitability for each circumstance, however, statutory authorities or other bodies, may require amendments based upon local knowledge, change in legislation, change in use or other criteria.

## 5.0 DESCRIPTION OF THE SITE

- 5.1 The site drawings drawn by the surveyor (see Appendix C) show the boundaries within which the work was to be undertaken. REC (Asbestos) Ltd can take no responsibility for buildings not defined accurately by these drawings.

## 6.0 EXTENT OF SURVEY

- 6.1 Areas included in the inspection are as described in the Material Assessment sheets in Appendix A only.
- 6.2 This report is based upon an intrusive, destructive inspection of the areas defined by the client. During the course of the inspections all reasonable efforts were made to identify the presence of materials containing asbestos within these areas of the building. The survey was limited to those areas accessed at the time of the survey as described in the table in Section 2. Areas not accessed by this survey should be presumed to contain asbestos until proven otherwise.
- 6.3 It is known that asbestos materials are frequently concealed within the fabric of buildings or within sealed building voids so therefore it is not possible to regard the findings of any survey as being definitive. It shall always remain a possibility that further asbestos containing materials may be found. For reasons set out in this report, REC (Asbestos) Ltd cannot give an assurance that all asbestos materials have been found.
- 6.4 Asbestos may be concealed from view by other materials that have been used for over-cladding. In-filling, alteration and refurbishment work, which has taken place in the past, may also hide asbestos containing materials. All reasonable and practical measures have been taken to uncover hidden asbestos where the use of ACMs can be assessed as realistic based on the age, type and condition of the structure or element. This includes core samples of pipe insulation to check for residual asbestos insulation and sampling behind panels where possible. Where such inspections revealed possible ACMs, samples were taken as described herein. The results of these inspections, tests and samples are only representative of the location inspected.
- 6.5 The survey did not include asbestos-containing materials found as ground litter, except as reported; this survey should therefore not be considered as a ground survey. Unless specified within the scope of work.
- 6.6 A limited inspection only has been carried out of pipe work concealed by overlaying non-asbestos insulation. Previous asbestos removal may not have been undertaken to today's standard and may have left pieces of debris lying in concealed areas (especially pipe work). Inspection of pipe work has therefore been restricted to the insulation visible. The presence of debris to pipe work, which is readily visible or would require the removal and replacement of overlying non-asbestos insulation, has been considered outside the scope of this survey.
- 6.7 Samples have not been taken where prohibited or prevented by the client, tenant or their representative.
- 6.8 Where asbestos containing materials have been presumed or detected, it is possible that past degradation (or future deterioration) may contaminate localised areas. The presence or extent of any such contamination cannot be visually identified or assessed without the

use of airborne fibre monitoring and swab sampling techniques etc being employed, unless visible debris was present at the time of undertaking the survey. This exercise would require a separate instruction and would be the subject of further charges.

- 6.9 Floor tiles (or similar material) may include a bitumastic adhesive. It is known that some proprietary brands of bitumen have an asbestos content and this will be included as an integral part of the bulk sample or presumptive analysis unless otherwise stated.
- 6.10 Whilst every effort will have been made to identify the true nature and extent of the asbestos material present in the building to be surveyed, no responsibility has been accepted for the presence of asbestos in materials other than those sampled at the requisite density.
- 6.11 Air monitoring to determine fibre levels in the atmosphere was not undertaken.

## 7.0 SURVEY METHODS

- 7.1 Inspection, sampling and assessment were carried out in accordance with in house UKAS accredited procedures written from HSG 264 published by the Health & Safety Executive.
- 7.2 The areas set out within the survey brief were inspected for suspect asbestos containing materials (ACMs). Each room/area was viewed for materials suspected to contain asbestos and representative samples taken for confirmation.
- 7.3 Materials of a similar type were representatively sampled. It was assumed that surfaces identical to a sampled location were of a similar composition. Samples from each type of suspect material found were collected and analysed to confirm asbestos type and content. Where the materials sampled were found to contain asbestos, other similar homogeneous materials used in the same way have been presumed to contain asbestos.
- 7.4 The asbestos survey/inspection records state information recorded at the time of the survey only based on visual assessment, intelligent assumption and sampling, where appropriate.
- 7.5 Descriptions for locations were obtained from site signs or site users. Where no descriptions were available, suitable terms have been used for this report and accompanying drawings.

## 8.0 LEVEL OF IDENTIFICATION

- 8.1 Bulk sample analyses were carried out at a laboratory in accordance with HSE publication HSG 248 under UKAS (United Kingdom Accreditation Service) accreditation.
- 8.2 Presumptions in the absence of sample analysis are noted as 'Presumed' and 'Strongly Presumed'.
- 8.3 Where a material cannot be 'sampled', for example where an area is not accessible (e.g., high ceiling) or safe sampling cannot be undertaken because areas are in occupation, the asbestos type will be presumed by reasoned argument or considered as containing amphibole asbestos, similarly asbestos content will be presumed as high in absence of the above. Therefore, the level will be denoted as 'Presumed', unless:
- Sample analysis of similar materials within the building show a different asbestos type (mastered samples)
  - There are visible fibres within the material
  - There is reasoned argument that another type of asbestos was almost always used and will be based on professional judgement and experience.

In the above cases, the level of identification will be denoted as 'Strongly Presumed'.



## 9.0

## MATERIAL ASSESSMENT GUIDE

### 9.1

#### Material Assessment

For each sample/inspection, a material assessment has been compiled using the algorithm described in HSG 264. A point score (weighting) is allocated on the basis of the examination of a number of parameters. The value assigned to each of these parameters is added together to give a total score, the higher scores indicating high-risk materials.

**Table 1: Material Assessment Scores**

Sample Variable	Score	Examples of Scores
<b>Product type (or debris from product)</b>	1	Asbestos - reinforced composites (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi - rigid paints or decorative finishes, asbestos cement etc)
	2	Asbestos insulating board, millboards, other low-density insulation boards, asbestos textiles, gaskets, ropes and woven textiles, asbestos paper and felt.
	3	Thermal insulation (eg pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing.
<b>Extent of damage/deterioration</b>	0	Good condition: no visible damage.
	1	Low damage: a few scratches or surface marks; broken edges on boards, tiles etc.
	2	Medium damage: significant breakage of materials or several small areas where material has been damaged revealing loose asbestos fibres.
	3	High damage or delamination of materials, sprays and thermal insulation. Visible asbestos debris.
<b>Surface treatment</b>	0	Composite materials containing asbestos: reinforced plastics, resins, vinyl tiles.
	1	Enclosed sprays and lagging, AIB (with exposed face painted or encapsulated), asbestos cement sheets etc.
	2	Unsealed AIB, or encapsulated lagging and sprays.
	3	Unsealed lagging and sprays.
<b>Asbestos type</b>	1	Chrysotile.
	2	Amphibole asbestos excluding crocidolite.
	3	Crocidolite.

### 9.3

Guide to evaluation of material assessment scores (2 = lowest 12 = highest)

- High Risk Material - 10 points or more
- Medium Risk Material - 7-9 points
- Low Risk Material - 5-6 points
- Very Low Risk Material - 4 or less points
- N/A – Not Applicable as No Asbestos Detected in Sample (NADIS)

**APPENDIX A**

**SUMMARY TABLE AND  
MATERIAL and ASSESSMENT SHEETS**

## SUMMARY TABLE

NSR = No Sample Required, NA = No Access, NAD = No Asbestos Detected, AWS = Associated With Sample

Sample No.	Location	Product Type	Extent of Material	Sampled / Presumed / Strongly Presumed	Material Assessment (to be completed by the surveyor)					Surveyors Recommendations
					Product Type (1 to 3)	Damage / Deterioration (0 – 3)	Surface Treatment (0-3)	Asbestos Type (0 – 3)	Material Score (2-12) - M	
1	01- Lobby	Board	10m <sup>2</sup>	Sampled	NAD					No action required
NSR	01a- Electrical cupboard	NA			NAD					NA
NSR	02- Front office	NA			NAD					NA
NSR	03- Downstairs hall	NA			NAD					NA
NSR	04- Toilet	NA			NAD					NA
NSR	04a- Toilet cupboard	NA			NAD					NA
NSR	05- Female toilet	NA			NAD					NA
NSR	06- Small room	NA			NAD					NA
NSR	07- Rear office	NA			NAD					NA
NSR	08- Rear main office	NA			NAD					NA

## SUMMARY TABLE

NSR = No Sample Required, NA = No Access, NAD = No Asbestos Detected, AWS = Associated With Sample


Sample No.	Location	Product Type	Extent of Material	Sampled / Presumed / Strongly Presumed	Material Assessment (to be completed by the surveyor)					Surveyors Recommendations
					Product Type (1 to 3)	Damage / Deterioration (0 – 3)	Surface Treatment (0-3)	Asbestos Type (0 – 3)	Material Score (2-12) - M	
NSR	09- Second office front	NA			NAD					NA
NSR	010- 3 <sup>rd</sup> office front	NA			NAD					NA
2	011- Front stairs & hall	Stair tread	21m <sup>L</sup>	Sampled	NAD					No action required
NSR	011a- Void over plan ref 02	NA			NAD					NA
3	012- Rear stairs & hall	Stair tread	16m <sup>L</sup>	Sampled	NAD					No action required
NSR	013- Rear main office	NA			NAD					NA
NSR	014- Rear middle office	NA			NAD					NA
NSR	015- Rear right office	NA			NAD					NA
NSR	016- Front second office	NA			NAD					NA

## SUMMARY TABLE

NSR = No Sample Required, NA = No Access, NAD = No Asbestos Detected, AWS = Associated With Sample

Sample No.	Location	Product Type	Extent of Material	Sampled / Presumed / Strongly Presumed	Material Assessment (to be completed by the surveyor)					Surveyors Recommendations
					Product Type (1 to 3)	Damage / Deterioration (0 – 3)	Surface Treatment (0-3)	Asbestos Type (0 – 3)	Material Score (2-12) - M	
NSR	017- Front main office	NA			NAD					NA
4	External- Porch	Bitumen	2m <sup>2</sup>	Sampled	NAD					No action required
5	External- entire roof of main house	Bitumen	195m <sup>2</sup>	Sampled	NAD					No action required
NSR	018- Outhouse main room	NA			NAD					NA
NSR	019- Outhouse second room	NA			NAD					NA
6	External- entire outhouse roof	Bitumen	40m <sup>L</sup>	Sampled	NAD					No action required

## INSPECTION RECORD AND MATERIAL / PRIORITY ASSESSMENTS

Building Name / Number		110 East Street	Room	All
Location / Description		All		
Sample No	All	Material Assessment Score		NA
Product Type	NA	Comments / Recommendations	No asbestos was found in any of the samples taken- No further action required	
Asbestos Type	NA			
Extent	NA			
				

**APPENDIX B**  
**LABORATORY RESULTS OF SAMPLES**

**Certificate of Analysis for  
Bulk Identification**

**Job No.** BT-13-B 2128

**Customer Address**

Blue Sky Architects

**Site Address**

110 East Street  
Southend  
SS2 6LH

Customer Order No	13/BT/S/207
Samples Submitted By	Michael Walker
Sampled By	Michael Walker
No. of Samples Submitted	6
Date Samples Submitted	26/11/2013
Date Samples Analysed	27/11/2013
Samples Analysed In	Braintree
Samples Analysed By	Tam Smith

**Analyst / Authorised Signature**

*Tam Smith*

REC (Asbestos) Ltd. accepts no responsibility for sampling activities undertaken by the client. Analysis is conducted in accordance with HSG 248 / RECASB01. Where soil analysis requires the taking of representative sub samples, the cone and quarter technique is used as described in RECASB01. The material description shall be regarded as tentative and is not included in the UKAS Accreditation for this laboratory. Opinions and interpretations expressed herein are outside the scope of UKAS Accreditation. Where this document has been digitally signed, printed copies are uncontrolled.

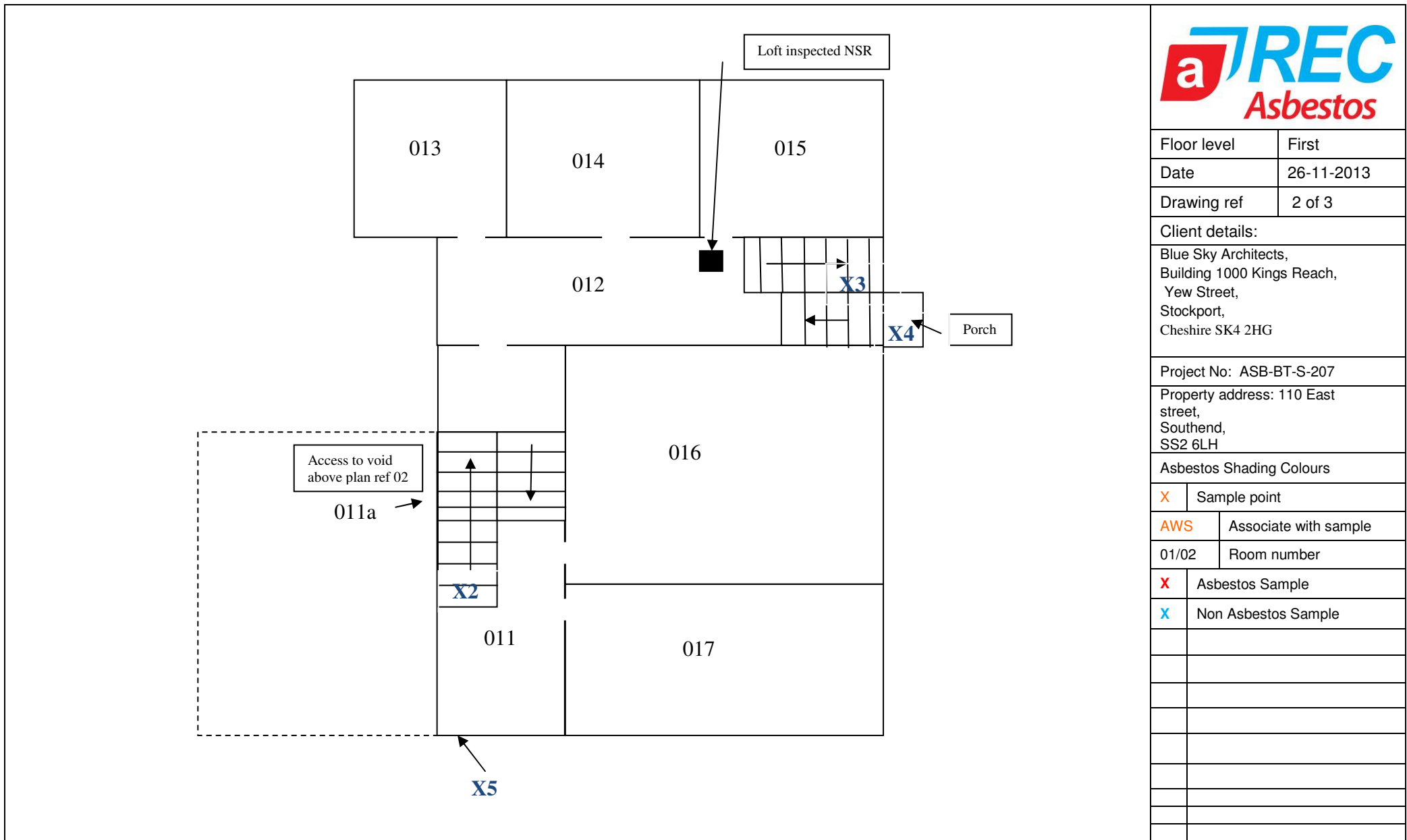
Samp No	Origin / Location of Material	Material Type	Asbestos Type(s)	Comments
1	01 - Lobby - Ceiling	Board	No Asbestos Detected	
2	09 - front Stairs	Stair Tread	No Asbestos Detected	
3	012 - Rear Stairs & Hall	Stair Tread	No Asbestos Detected	
4	External - Porch	Bitumen	No Asbestos Detected	
5	External - Under Entire Roof	Bitumen	No Asbestos Detected	
6	External - Outhouse	Bitumen	No Asbestos Detected	

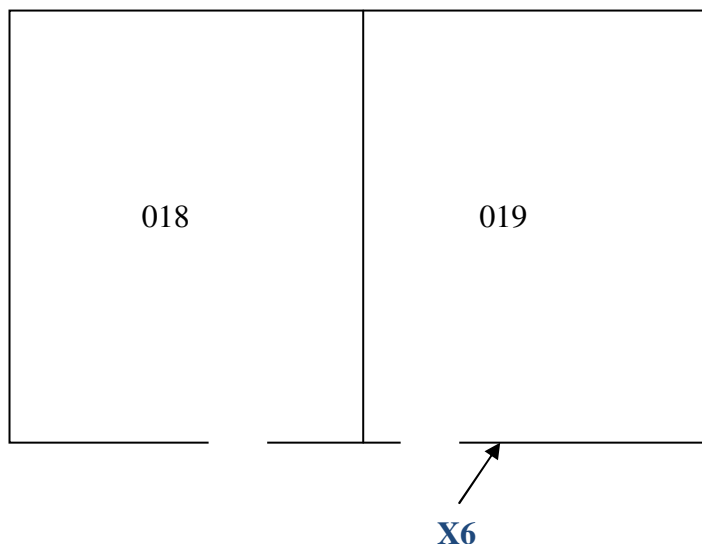


## **APPENDIX C**

### **PLANS**







Floor level	First
Date	26-11-2013
Drawing ref	3 of 3
Client details:	
Blue Sky Architects, Building 1000 Kings Reach, Yew Street, Stockport, Cheshire SK4 2HG	
Project No: ASB-BT-S-207	
Property address: 110 East street, Southend, SS2 6LH	
Asbestos Shading Colours	
X	Sample point
AWS	Associate with sample
01/02	Room number
X	Asbestos Sample
X	Non Asbestos Sample

Arcadis LLP

[arcadis.com](https://www.arcadis.com)



**Appendix F – Qualitative Questions**

## **Appendix F**

### **FS - 0137 Minor Building Fabric Works**

#### **Local Procurement ITT for Repair Works**

#### **Questions and Evaluation Matrix**

Appendix F  
 FS - 0137 Minor Building Fabric Works  
 Local Procurement ITT  
 for Repair Works

Quality Sub-criteria	Criteria Weighting*	Question No.	Question	Question Weighting (B)**
<b>A. Experience</b>	0.40	<b>A1</b>	Please provide 3 examples of previous schemes you have successfully completed that are similar in size, duration and scope.	100
<b>B. Programme</b>	0.20	<b>B1</b>	Please confirm your programme for completing the works	100
<b>C. Company Information</b>	0.40	<b>C1</b>	Please confirm your company details including 1. Company turnover for 2021/2022 2. Number of people employed 3. Company registration number	100
<b>Total</b>	<b>1.00</b>			

\*Note: if sub-criteria not used enter a "0" weighting

\*\*Note: this is the question weighting, allocated a figure totalling 100 across the questions for the sub-criteria. This will be used as the function "B" in the Evaluation Scorecard calculation.



**Appendix F**  
**FS - 0137 Minor Building Fabric Works**  
**Local Procurement ITT**  
**for Repair Works**

<b>Evaluation of Quality Sub-criteria</b>	<b>Marks</b>
A high standard with no reservations that meets the requirements of the Invitation to Tender	1.00
A high standard with minor reservations that largely meets the requirements of the Invitation to Tender	0.80
An acceptable standard with minor reservations that largely meets the requirements of the Invitation to Tender	0.60
Below an acceptable standard with a number of significant reservations that largely does not meet the requirements of the Invitation to Tender.	0.40
Generally fails to meet the requirements of the Invitation to Tender and in isolation is not to an acceptable standard.	0.20

**Appendix F**  
**FS - 0137 Minor Building Fabric Works**  
**Local Procurement ITT**  
**for Repair Works**

<b>Quality Sub-criteria</b>	<b>Criteria Weighting*</b>
<b>A. Experience</b>	<b>0.40</b>
<b>B. Programme</b>	<b>0.20</b>
<b>C. Company Information</b>	<b>0.40</b>
<b>Total</b>	<b>1.00</b>

**Appendix G – Report**

# FS0137 - SOUTHEND YMCA COMMUNITY SCHOOL

## CONDITION OF RENDER TO SCHOOL EXTENSION BUILDING

Incorporating

**EC HARRIS**  
BUILT ASSET  
CONSULTANCY

**Hyder** 

## CONTACTS



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## VERSION CONTROL

Version	Date	Author	Changes
1	12/10/22	Jamie Curtin	Draft
2	27/10/22	Jamie Curtin	Second draft
3	14/11/22	Stuart Wager	Minor changes, client issue

This report dated 27<sup>th</sup> October 2022 has been prepared for the Department of Education (the "Client") in accordance with the terms and conditions of appointment (the "Appointment") between the Client and ("Arcadis") for the purposes specified in the Appointment. For avoidance of doubt, no other person(s) may use or rely upon this report or its contents, and Arcadis accepts no responsibility for any such use or reliance thereon by any other third party.

## 1.0 INTRODUCTION

Arcadis were instructed by the DfE to undertake an inspection of the existing external render at the Southend YMCA Community School. This followed observations by the school that several sections of render had failed to the recently constructed modular extension building.

The building reviewed in this report is located within the red line boundary shown in Appendix A.

The inspection of all the rendered surfaces was undertaken by Jamie Curtin of Arcadis on 26<sup>th</sup> August 2022, with clear skies and a peak 32C temperature.

## 2.0 EXPLANATION

The extension building has a modular form of construction with a combined timber and steel structural frame. In the absence of as built information, we have assumed that the external wall will follow typical construction details for this form of construction are listed below:

- Core Construction: 220 x 38mm timber studs @ 400mm centres.
- Linings: 2 x Layers of tapered edge 15mm GTEC Megadeco plasterboard on visqueen vapour control layer on timber studs, 220mm of Frametherm insulation packed between timber studs, 11mm OSB board on studs, 50x50mm treated vertical timbers @ 400mm centres with 25mm rigid board insulation (as required), faced with Tyvek breather membrane.
- Internal Finish: Plasterboard and painted.
- External Finish: 8mm weber render liquid applied finish applied to a 10mm calcium silicate substrate board fixed to 50 x 50mm treated vertical battens @ 400mm centres.

## 3.0 ANYALSIS

It is estimated that the total area of render serving the extension building is approximately 375m<sup>2</sup>. We have set out below areas where defects are apparent and provided an approximate area for the purposes of quantifying the extent of defects, so that costings can be prepared.

### Defect Location (1) - North elevation

The render is debonding to the North elevation rendered section (Photo 1). It is presumed that this area of render was applied to the substrate with incorrect damp installation conditions, which is the reason for its current condition.

Approximate area: 20m<sup>2</sup>.

### Defect Location (2) West elevation

Vertical hairline cracking is occurring to West elevation rendered section (Photo 5). It is presumed that this area of render is failing due to some negligible differential movement between the modular sections of the building, which has now settled, but has manifest as hairline cracking to the render in this corresponding location.

Approximate area: 4lm.

### East elevation

A spot check tap test was undertaken to accessible ground level elevations and this found that the render was not de-bonding to the remaining elevation but was generally in serviceable condition.

### South elevation

A spot check tap test was undertaken to accessible ground level elevations and this found that the render was not de-bonding to the remaining elevation but was generally in serviceable condition.

#### **4.0 RECOMMENDATION**

Based on our site observations and the defects noted, areas of defective render are isolated and limited to specific locations identified during our site visit.

Arcadis therefore recommend that the existing defective areas of render are repaired as detailed below.

The render manufacturer and product references should be clarified and the exact installation guidance for remedial work confirmed.

##### **Short term**

###### Defect location 1 on North elevation

The defective render should be hacked off in a neat 20m<sup>2</sup> area section to natural breaks, the substrate should then be prepared and dried out (during a dry weather period) to receive a new application of the liquid render product by a competent sub-contractor / operative.

###### Defect location 2 on West elevation

The 4m vertical hairline crack should be raked out in the form of a “v” with a mechanical hand tool and a new application of render installed by competent sub-contractor / operative.

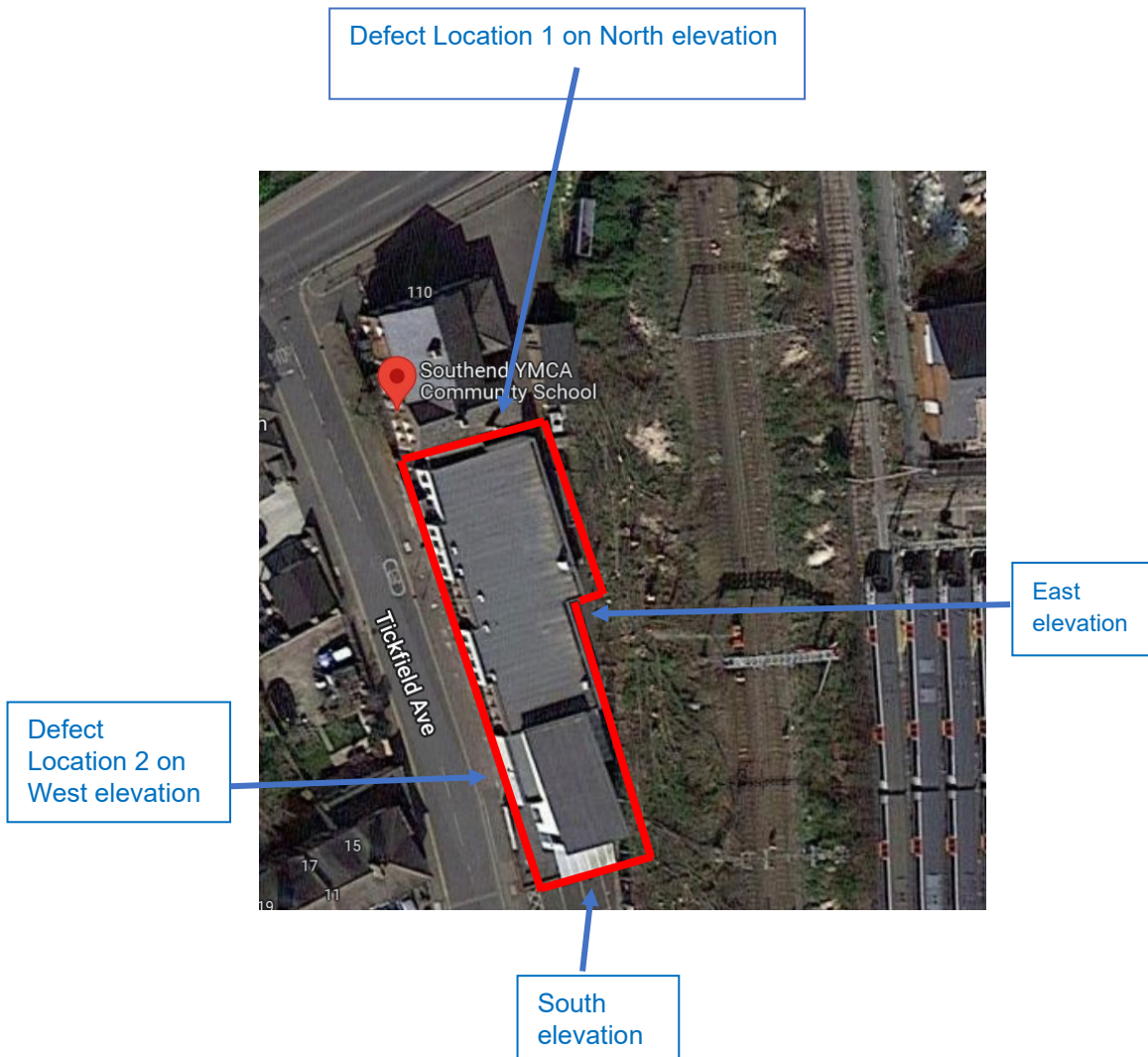
##### **Medium term**

It is noted that the majority of render surface area is in serviceable condition. However, it remains possible that the condition may deteriorate in the medium to longer term and further defects become apparent.

We therefore recommend that the condition of the render is regularly monitored and reviewed to assess if any further defects occur and remedial works required.



## Appendix A – Google maps site plan



## Appendix B – Photographic evidence

1. Historic photograph of the worst section of render condition to the North elevation



2. West elevation interface between new extension and existing Victorian blocks



3. Extension West elevation view



4. Further view of West elevation





5. Evidence of Hairline cracking to west elevation



6. South elevational view

