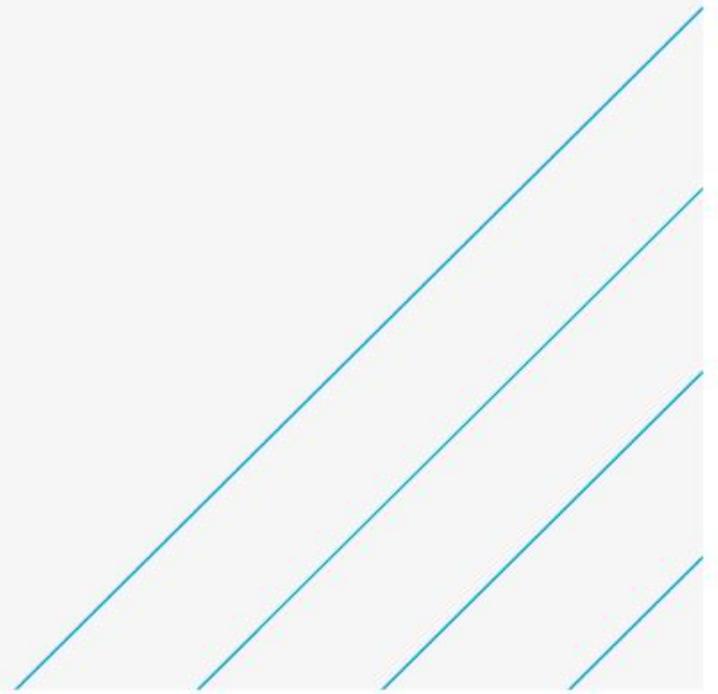


# Cremorne Estate – Sheds Project

Preliminaries

Royal Borough of Kensington and Chelsea

March 2020



## Notice

This document and its contents have been prepared and are intended solely for information and use in relation to the shed repairs and redecoration Works to the Cremorne Estate for the Royal Borough of Kensington and Chelsea.

## Document History

Revision	Purpose description	Originated	Checked	Reviewed	Authorised	Date
A	Revision taking into account RBKC comments.	GS	SK	SK	SK	04/02/20
B	Additional RBKC comments	SK	GS	SK	SK	12/02/20
C	Additional RBKC comments	SK	GS	SK	SK	20/02/2020
D	Additional RBKC comments	SK	GS	SK	SK	06/03/2020
E	Additional RBKC comments	SK	GS	SK	SK	24/03/2020
F	Additional RBKC Comments	SK	GS	SK	SK	25/03/2020
G	Additional RBKC Comments	GS	SK	SK	SK	28/04/2020

## General Document Notes

**Pricing** - All pricing of preliminary items are to be included within the pricing document (Appendix 5)

# A10 PROJECT PARTICULARS

## 110 THE PROJECT

- **Name:** Sheds Project.
- **Nature:** Repairs and Redecoration works.
- **Location:** Cremorne Estate, North Kensington, London.
- **Length of contract:** 30 days.

## 120 EMPLOYER (CLIENT)

- **Name:** Royal Borough of Kensington and Chelsea.
- **Address:** The Town Hall, Hornton Street, London, W8 7NX
- **Contact:** Patrick Sullivan.

## 130 PRINCIPAL CONTRACTOR (CDM)

- **Name:** To be confirmed
- **Address:**
- **Contact:**
- **Telephone:**
- **E-mail:**

## 140 ARCHITECT/ CONTRACT ADMINISTRATOR

- **Name:** RBKC
- **Address:**
- **Contact:**
- **Telephone:**
- **E-mail**

## 150 PRINCIPAL DESIGNER

- **Name:** To be advised
- **Address:**
- **Contact:**
- **Telephone:**
- **E-mail:**

## 160 QUANTITY SURVEYOR

- **Name:**
- **Address:**
- **Telephone:**

## 200 CONSULTANTS

# A11 TENDER AND CONTRACT DOCUMENTS

## 110 TENDER DRAWINGS

- The tender drawings are listed within the tender documents.

## 120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

## 160 PRECONSTRUCTION INFORMATION

- The preconstruction information (if applicable) is contained within this tender package.

## 180 OTHER DOCUMENTS

- Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of Royal Borough of Kensington and Chelsea.
- The documents include: 1nr soft copy.

# A12 THE SITE AND EXISTING BUILDINGS

## 110 THE SITE

- Description: Cremorne Estate, North Kensington, London

## 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: n/a

## 140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only): Included in the tender documents.
- Other information: n/a.

## 160 SOILS AND GROUND WATER

- Information: Included in the tender documents.

## 170 SITE INVESTIGATION

- Report: Included in the tender documents.

## 180 HEALTH AND SAFETY FILE

- Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: In accordance with local council requirements.
- Other documents: n/a.
- Arrangements for inspection: Arrange with Contract Administrator

## 200 ACCESS TO THE SITE

- Description: Congestion charges/ low emission zone charges are to be the responsibility of the Contractor.
- Limitations: Residential site – review local Councils contractor working restrictions.

## 210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: No heavy goods vehicles. The Contractor is to observe all parking rules and regulations that are in place. Parking will not be made available. Any costs incurred regarding parking will be the responsibility of the contractor.

## 220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: Residential site – review local Council restrictions.

## 230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows: Residential.

## 240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: n/a.
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

## 250 SITE VISIT

Details for site visits have been attached to this tender package.

# A13 DESCRIPTION OF THE WORK

## 110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: n/a.

## 120 THE WORKS

- Description: Repairs and Redecoration of sheds at the Cremorne Estate, North Kensington, London.

## 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: n/a.

## 140 COMPLETION WORK BY OTHERS

- Description: n/a.

## 150 TEMPORARY WORKS (ACCESS)

- The Contractor is to allow for erecting and maintaining all scaffolding and roof edge protection guarding, together with necessary access and working platforms, safety handrails to perimeter of all elevations where high level works are to be undertaken, required for proper and safe execution of the works.
- The scaffolding shall be constructed and maintained in accordance with all prevailing Construction Regulations and comply with relevant Codes of Practice; and at all times with current Health & Safety at Work Act and BS 5973.
- Contractor to allow for adapting scaffolding as necessary during the works and for dismantling and removing from site on completion of the works.
- All Scaffolding to meet the requirements of TG20:13 Good Practice Guidance for Tube and Fitting Scaffolding.
- All Scaffolding is to meet the requirements of the Royal Borough of Kensington and Chelsea's Scaffold/Access standard.
- All standards or outriggers should be padded and clearly defined and any working platforms above doorways must be double boarded and netted between boards to prevent debris falling.
- Ground floor ladders shall be removed at the end of each working period. Any gates should be padlocked at the end of each day. Suitable measures must be put in place to prevent access to roofs. Contractor to monitor this as works progress and make any relevant adaptations to the scaffolding.

- Supply and fit electrically operated hoists if required for raising and lowering materials. Contractor is responsible for any connection to existing electrical supplies.
- All scaffolding, perimeter scaffolding, platforms and safe access must be so designed and erected so as not to interfere with access and egress of the site. Access and means of escape must be maintained at all times. Scaffold fans to be formed over doorways.
- Scaffolding sign off sheets must be available on site at all times and scaffolding tags should be displayed. Copies of both should be sent to the CA at the beginning of each week.
- Suitable safety signage should be displayed at all times on the scaffolding advising that access is not permitted to unauthorised people.
- Cost of scaffold licenses and the responsibility for arranging lies with the contractor.

# A30 TENDERING/SUBLETTING/SUPPLY

## MAIN CONTRACT TENDERING

### 145 TENDERING PROCEDURE

- General: All tendering procedures are to be in accordance with the principles of RBKC. Details of the tendering procedure are detailed in the Invitation to Tender Document provided as part of this tender package.
- The Contractor is to note that 'Alternative 1' of the 'Alternative Provisions' stated in the 'Assessment and Award' section of the 'JCT Tendering Practice Note'(2012) is applicable.

### 160 EXCLUSIONS

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

### 170 ACCEPTANCE OF TENDER

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

### 190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than six months
- Date for possession/ commencement: See Contract Particulars.

## PRICING/ SUBMISSION OF DOCUMENTS

### 210 PRELIMINARIES IN THE SPECIFICATION

- The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.
- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.

### 250 PRICED DOCUMENTS

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications will be rejected.
- Measurements: Where not stated, ascertain from the drawings or from measurement on site.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Contractor is to allow for all costs associated with delivering the project.
- Contractor is required to submit prices in **Appendix 5** – Pricing Document

### 310 TENDER

- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

## 440 SCHEDULE OF RATES

- Schedule of rates (unpriced): Included with the tender documents. The Contractor is not to insert additional items.
- Content of the Analysis: A breakdown of the Contract Sum into at least the following categories: Fully priced copy: Submit with tender.

## 510 ALTERNATIVE METHOD TENDERS

- Alternative Method Tenders will not be accepted.

## 515 ALTERNATIVE TIME TENDERS

- Alternative Time Tenders will not be accepted.

## 530 SUBSTITUTE PRODUCTS

- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.
- If substitute product offered is rejected and deemed not to be equivalent contractor must be prepared to offer specified product at the tendered price.

## 550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
  - A copy of the health and safety policy document, including risk assessment procedures.
  - Accident and sickness records for the past five years.
  - Records of previous Health and Safety Executive enforcement action.
  - Records of training and training policy.
  - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

## 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
  - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - Procedures for informing other contractors and employees of health and safety hazards.
  - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - Procedures for communications between the project team, other contractors and site operatives.
  - Arrangements for cooperation and coordination between contractors.
  - Procedures for carrying out risk assessment and for managing and controlling the risk.
  - Emergency procedures including those for fire prevention and escape.
  - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

- Procedures for planning, organising, supervising and carrying out lifting operations using cranes and hoists including Safe Working Loads, Wind Loading, and calculating imposed loads on ground surfaces
- Ensuring arrangements are in place for all lifting equipment, including accessories, to be clearly marked to indicate their 'safe working loads' (SWL) - the maximum load the equipment can safely lift.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

## 590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
  - Principal Contractor for the purposes of the plan
  - Location of the site.
  - Description of the project.
  - Estimated project cost.
  - Types and quantities of waste that will be generated.
  - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
  - The use of appropriate and licensed waste management contractors.
  - Record keeping procedures.
  - Waste auditing protocols.

## 595 ENVIRONMENTAL POLICY

- Environmental Policy:
  - Location: See A11/180.
  - Evidence of compliance: Submit: [REDACTED].
- Project Environmental Management System: Develop a system compatible with the Environmental Policy.
  - Format: [REDACTED].
  - Specific Requirements: [REDACTED]
  - Submit: [REDACTED].
- Supporting information: Supply as necessary, including:
  - Information: [REDACTED].
  - Format: [REDACTED].
  - Submit: [REDACTED].

## 596 ENVIRONMENTAL TARGETS

- BREEAM targets:
  - CO<sup>2</sup> or energy arising from site activities [REDACTED].
  - CO<sup>2</sup> or energy arising from transport to and from site [REDACTED].
  - Water consumption arising from site activities [REDACTED].
  - Air (dust) pollution arising from the site [REDACTED].
  - Water (ground and surface) pollution occurring on the site [REDACTED].
  - 80% of site timber is responsibly sourced and 100% is legally sourced.

- Compliance: Monitor and submit report: Within one week of request.

## 599 FREEDOM OF INFORMATION

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.

## SUBLETTING/ SUPPLY

### 640 'LISTED' DOMESTIC SUBCONTRACTORS

- General: The work listed below and described in the Contract Documents must be carried out by persons identified in a list as provided for in clause A30/645:
  - The work: Not applicable
  - Enter into a contract with one of the following: Not applicable.

### 645 'LISTED' DOMESTIC SUBCONTRACTORS

- General: Contract Documents provide that certain work must be carried out by a person of the Contractor's choice selected from a list of not less than three persons given therein.
- The selected person: Will become a subcontractor as provided for in the Contract Condition for Subletting.
- Additions to lists:
  - The Employer or Employer's representative may, but only with the consent of the Contractor which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
  - The Contractor may, but only with consent, which will not be unreasonably withheld, add additional persons to the list and must, if requested, submit (in an approved form) evidence of the suitability of such additional person(s). Wherever possible, submissions for addition of person(s) must be made, and consent obtained, before return of the tender. When any submission for addition of person(s) is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
- Shortage of names: If at any time prior to execution of a binding subcontract agreement less than three persons named in the list (including any persons added as provided above) are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons as provided above so that the list comprises not less than three such persons or confirm that no names will be added. If the Employer fails to do either within one week of the Contractor's notification the Contractor, who may subcontract in accordance with the Contract, must carry out the work.
- Agreement: Before the start of work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.
- The Successful tender will be required to advise of all Domestic Subcontractors that they propose to use. RBKC will confirm within seven days if they have any concerns with the proposed subcontractors, which will be required to be discussed and an appropriate outcome agreed.

# A31 PROVISION, CONTENT AND USE OF DOCUMENTS

## DEFINITIONS AND INTERPRETATIONS

### 110 DEFINITIONS

- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

### 120 COMMUNICATION

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

### 130 PRODUCTS

- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

### 135 SITE EQUIPMENT

- Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- Excludes: Products and equipment or anything intended to form or forming part of the permanent works.

### 140 DRAWINGS

- All drawing submissions are to be in accordance with BS 1192.

### 155 SUBMIT PROPOSALS

- Meaning: Submit information in response to specified requirements.

### 160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.

- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

## 170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
  - Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed
  - Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

## 200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

## 210 CROSS REFERENCES

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

## 220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents except for JCT Agreement and Conditions.
- Employer's Schedule of Contract Amendments takes precedence over JCT Agreement and Conditions.

## 30 EQUIVALENT PRODUCTS

- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

## 240 SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## 250 CURRENCY OF DOCUMENTS AND INFORMATION

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

## 260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

# DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

## 410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Digital copies of documents will be provided

## 440 DIMENSIONS

- Scaled dimensions: Do not rely on.

## 450 MEASURED QUANTITIES

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
- Precedence: The specification and drawings shall override the measured quantities.

## 460 THE SPECIFICATION

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

## 480 TECHNICAL DOCUMENTS

- Reference documents: Available for inspection by appointment during the normal office hours at the office of Royal Borough of Kensington and Chelsea.
- Document titles: as included in tender documents.

## DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

### 510 CHANGES/ AMENDMENTS TO EMPLOYER'S REQUIREMENTS

- Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.
- Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed.

### 600 CONTRACTOR'S DESIGN INFORMATION

- General: Complete the design and detailing of parts of the Works as specified. Provide:
  - Production information based on the drawings, specification and other information.
  - Liaison to ensure coordination of the work with related building elements and services.
- Master programme: Make reasonable allowance for completing design/ production information, submission (including to the Principal Designer), comment, inspection, amendment, resubmission and reinspection.
- Submit: Within one week of request.

### 610 PRODUCTION INFORMATION

- Contractor/ Domestic subcontractor provide: All necessary design information.
- Submit:
  - For comment and make any necessary amendments.
  - Sufficient copies of final version for distribution to all affected parties.

### 620 AS BUILT DRAWINGS AND INFORMATION

- Contractor's designed work: Provide drawings/ information.
- Submit: At least two weeks before date for completion.

### 630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.
  - Relevant British, EN or ISO Standards.

### 640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion.

# A32 MANAGEMENT OF THE WORKS

## GENERALLY

### 110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
- All staff are to hold valid ID at all times, have a valid Enhanced DBS check and are to wear corporate clothing at all times.
- The following must be provided for the duration of the contract:
  - **Site Manager**
  - Contractor to provide a full-time manager. They will be required to be on site at all times when works are being completed on site.
  - The supervisor must be suitably competent and qualified to manage a site. They must hold a valid SMSTS certificate, be first aid trained, hold a valid Enhanced DBS certificate and have relevant asbestos awareness qualifications.
  - They will be the main point of contact on site and must be suitably trained to deal with the queries and concerns.
  - The site supervisor should provide weekly reports to the contract administrator detailing the weekly progress, the labour levels
  - They will be required to allocate work on site and hold toolbox talks
  - The site supervisor should issue notification of work commencing letters to the neighbouring properties with contact details on so that in the event of complaints or an emergency they can be contacted at any time.
  - **Contract Manager**
  - A contract manager will be required to be provided by the contractor, they will be required to attend project progress meetings, represent the company at any client meetings and be the point of contact for the CA for valuations and financial queries.
  - They will be required to hold a valid Enhanced DBS Certificate.
  - **Quantity Surveyor**
  - A Quantity Surveyor will be required to be provided by the contractor, they will be required to attend project progress meetings where required and will be responsible for valuations and commercial activities.
  - They will be required to hold a valid Enhanced DBS Certificate.
  - **General Staff/Management**

- Supply all staff in addition to the above, required to administer the project including but not limited to Resident Liaison, Health & Safety, Administration.

## 115 CONSIDERATE CONSTRUCTORS SCHEME

- Registration: Before starting work, register the site and pay the appropriate fee:  
Contact:  
Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
  - Tel. 01920 485959.
  - Fax. 01920 485958.
  - Free phone 0800 7831423.
  - Web. [www.ccscheme.org.uk](http://www.ccscheme.org.uk)
  - Standard: Comply with the Scheme's Code of Considerate Practice.
  - Minimum compliance level: 40.

## 118 VEHICLE SAFETY REQUIREMENTS

- Vehicle equipment: Ensure that all vehicles have the following:
  - Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
  - Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - Side under run guards.
- Driver training:
  - Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
  - Drivers must have a valid driving licence and be legally able to drive the vehicle.
- Scheme membership: Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS)
- All vehicles used are to be energy efficient.

## 120 INSURANCE

- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.
- Contractor to refer to Contract Particulars for requirements set out in the contract particulars for any further insurance information.
- The Employer will not take out or maintain a separate Joint Names Policy for All Risks Insurance of the Works or a Joint Names Policy to insure the existing structures and their contents owned by him for which he is responsible against loss or damage by the Specified Perils. The Employer does however maintain 'Works in Progress' insurance cover. Tenderers must include in their tenders for all costs, including those for any additional insurance premiums that may be considered necessary arising from these amendments to the standard conditions
- Cover for asbestos claims is required, with a limit of indemnity of £2,000,000, unless the works are entirely in respect of a new build (in which case cover for asbestos claims is not required). The required limit of indemnity in respect of asbestos cover is an annual aggregate amount.
- RBKC require proof of valid Employer's Liability Insurance, Public Indemnity Insurance and Professional Indemnity Insurance (where applicable) prior to work commencing.

## 130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

## 140 CLIMATIC CONDITIONS

- Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures (including overnight).
  - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

## 150 OWNERSHIP

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

## 160 CORRUPTION

- RBKC may terminate this contract and recover all its losses if the contractor, their employees or anyone acting on the contractor's behalf:
  - (a) corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other County Council contract (even if the contractor does not know what has been done)
  - or
  - (b) commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or any amendment or re-enactment thereof.
- Any clause limiting the contractor's liability shall not apply to this anti-corruption clause.

## PROGRAMME/ PROGRESS

### 210 PROGRAMME

- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - Planning and mobilisation by the Contractor
  - Subcontractor's work.
  - Running in, adjustment, commissioning and testing of all engineering services and installations.
  - Work resulting from instructions issued in regard to the expenditure of provisional sums.
  - Work by others concurrent with the Contract.
- Submit Weekly

### 250 MONITORING

- Progress: Record on a copy of the programme kept on site.

- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

## 260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Contractor to hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate progress on reporting.
- Frequency: TBC.
- Location: TBC.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
- Chairperson (who will also take and distribute minutes): Contract Administrator.

## 280 PHOTOGRAPHIC CONDITION SCHEDULE

The Contractor must allow to undertake a mandatory photographic schedule of condition of the working areas and all access routes on the day of commencement of the project. The schedule to be submitted via email to [Patrick.Sullivan@rbkc.gov.uk](mailto:Patrick.Sullivan@rbkc.gov.uk) (Patrick Sullivan - Project Manager) within the first week of possession. The purpose of this schedule is to report obvious damage within the work area and associated access and egress routes to it including but not limited to:

- Missing or damaged signage
- Missing ironmongery (in particular roses to lever handles and escutcheons to locks)
- Fire doors that do not close fully on their closers
- Damaged door closers
- Ironmongery and fire / smoke seals, floor finishes that already have paint on them
- Damaged furniture, chairs, tables, etc.
- Damaged ceiling tiles
- General site photographs
- Boundary Fences
- Ground Coverings

It should be noted that the above list is not exhaustive at the contractor should complete a schedule that they believe adequately records the current condition of the building.

It is important that the condition of existing furniture is recorded in its current location, before it is removed to storage. The photographic schedule should also record the location of furniture to facilitate the reinstallation back to the original locations and positions.

## 285 EARLY POSSESSION/ TAKE OVER OF PARTS OF THE WORKS BY THE EMPLOYER

- Possession/ take over of parts of the Works: As completed, provided all necessary access, services and other associated facilities are also complete.

## 290 NOTICE OF COMPLETION

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works. Adequate notice is to be given of the completion date. No handovers are to take place on a Friday or the day prior to a statutory UK Bank Holiday.
- Associated works: Ensure necessary access, services and facilities are complete.

- Period of notice (minimum): Two weeks.

### 310 EXTENSIONS OF TIME

- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - All other relevant information required.

### 315 CONTRACT INSTRUCTIONS

- The Contract Administrator (CA) will issue only written instructions. Instructions will not be issued orally and Contractor's 'confirmation of verbal instructions' or similar will not be accepted.
- Instructions can be issued only in the following ways:
- Traditional written Contract Administrator (CA) Instruction from the Contract Administrator (CA) Written Site Instruction from the Contract Administrator Site Instructions issued will be recorded on the next Contract Administrators Instruction. The Contractor shall give the Contract Administrator, within 14 days of becoming aware, written notice of any item it considers constitutes a variation other than those formally instructed.

## CONTROL OF COST

### 410 CASH FLOW FORECAST

- Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.
- Updated cash flow is to be provided with each monthly Interim Valuation.

### 420 REMOVAL/ REPLACEMENT OF EXISTING WORK

- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimize the extent of work.

### 430 PROPOSED INSTRUCTIONS

- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- The Contract Administrator (CA) will issue only written instructions. Instructions will not be issued orally and Contractor's 'confirmation of verbal instructions' or similar will not be accepted.
  - Instructions can be issued only in the following ways:
- Traditional written Contract Administrator (CA) Instruction from the Contract Administrator (CA) Written Site Instruction from the Contract Administrator Site Instructions issued will be recorded on the next Contract Administrators Instruction. The Contractor shall give the Contract Administrator, within 14 days of becoming aware, written notice of any item it considers constitutes a variation other than those formally instructed.

### 440 MEASUREMENT

- Covered work: Give notice before covering work required to be measured.

## 460 INTERIM VALUATIONS

- Applications: Include details of amounts requested under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

## 470 PRODUCTS NOT INCORPORATED INTO THE WORKS

- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- Evidence: When requested, provide evidence of freedom of reservation of title.

# A33 QUALITY STANDARDS / CONTROL

## STANDARDS OF PRODUCTS AND EXECUTIONS

### 110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

### 120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

### 130 QUALITY OF PRODUCTS

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

### 135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

### 140 COMPLIANCE

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.
- All scaffolding and access platforms shall be constructed and maintained in accordance with all prevailing Construction Regulations and comply with relevant Codes of Practice; and at all times with current Health & Safety at Work Act and BS 5973.
- All Scaffolding to meet the requirements of TG20:13 Good Practice Guidance for Tube and Fitting Scaffolding.
- All hoists, cranes, lifting equipment and lifting operations should be in accordance with Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).
- Provision and Use of Work Equipment Regulations (PUWER) will also apply (including inspection and maintenance). All lifting operations involving lifting equipment must be properly planned by a competent person, appropriately supervised and carried out in a safe manner.
- BS 7121:1:2006 Code of practice for safe use of cranes.

## 150 INSPECTIONS

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.
- To meet the requirements of the **Working at Height Regulations 2005** scaffolding should be inspected by a CISRS Advanced Scaffold Inspection Card Holder. A written report should be completed for each inspection and retained on site until the work is complete. Once the construction work is complete, reports should then be kept at the contractors office location for a further 3 months:
  - After installation/prior to being used
  - At least weekly thereafter
  - Following any circumstances which could jeopardise the safety of the installation such as adverse weather conditions
- Scaffold inspection report shall include the following information:-
  - Name and address of the person carrying out the inspection
  - Location, date and time
  - Description of the place of work or where the work equipment was inspected
  - Details of defects or anything identified during the inspection that could pose a risk to Health and Safety of any person and any action taken to remedy this
  - Details of any further action considered necessary.
- Lifting equipment must be thoroughly examined in a number of situations, including:
  - before first use (unless there is a valid Declaration of Conformity made less than 12 months earlier)
  - where it depends on installation, or re-installation / assembly at another site
  - where it is exposed to conditions causing deterioration, liable to result in danger

- Records of thorough examinations should be made and, where defects are identified, they should be reported to both the person using the equipment (and to any person from whom it has been hired or leased), and the relevant enforcing authority (HSE for industrial workplaces; local authorities for most other workplaces).

## 160 RELATED WORK

- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
  - Appropriately complete.
  - In accordance with the project documents.
  - To a suitable standard.
  - In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.

## 170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.
- RBKC subscribe to the early adoption of changes to regulations and legislation.

## 180 WATER FOR THE WORKS

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
  - Evidence of suitability is provided.
  - Tested to BS EN 1008 if instructed.

## SAMPLES/ APPROVALS

### 210 SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

### 220 APPROVAL OF PRODUCTS

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

### 230 APPROVAL OF EXECUTION

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

## ACCURACY/ SETTING OUT GENERALLY

### 320 SETTING OUT

- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

### 330 APPEARANCE AND FIT

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

### 340 CRITICAL DIMENSIONS

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.

## SERVICES GENERALLY

### 410 SERVICES REGULATIONS

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority. All works and serving of notices are deemed to be included.

## SUPERVISION/ INSPECTION/ DEFECTIVE WORK

### 520 ACCESS FOR INSPECTION

- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
- Removal: Before removing scaffolding or other facilities for access, give notice of not less than 10 working days.

### 525 MEASURES TO ESTABLISH ACCEPTABILITY / QUALITY CONTROL

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
  - Will be at the expense of the Contractor.
  - Will not be considered as grounds for revision of the completion date.

### 530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.

- Minimum period of notice: One Week
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

## 540 DEFECTS IN EXISTING WORK

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
  - Hinder access to defective products or work; or
  - Be rendered abortive by remedial work.

## 560 TESTS AND INSPECTIONS

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- Records: Submit a copy of test certificates and retain copies on site.

## 610 DEFECTIVE PRODUCTS/ EXECUTIONS

- Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

## WORK AT OR AFTER COMPLETION

### 710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.  
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### 720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

### 730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Contract Administrator
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

# A34 SECURITY, SAFETY AND PROTECTION

## SECURITY, HEALTH AND SAFETY

### 110 PRECONSTRUCTION INFORMATION

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - Description of project: Sections A10 and A11.
  - Client's consideration and management requirements: Sections A12, A13 and A36.
  - Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - Significant design and construction hazards: Section A34.
  - The Health and Safety File: Section A37.
- The Principal Contractor is to ensure that the designated site areas are kept secure and prevent access unauthorised persons and adequately secured to ensure only authorised personnel can access the site and compound.
- Security arrangements which require consideration include but are not limited to:
  - Site boundaries Compound location
  - Offices, toilets and canteen
  - Plant/equipment
  - Children/public
  - Trespassers
  - Hoists
  - Cranes
- In order to protect the general public from onsite activities, a detailed description of security arrangements including; hoarding, fencing, signage, signing in and out procedures etc. are to be included in the Construction Phase Plan. The Principal Contractor shall provide suitably robust demarcation between the works and all roads, hard standings and pavements.
- All site security measures should be in accordance with HS(G) 151 – 'Protecting the Public – Your Next Move'.
- Throughout the contract period the contractor to take ownership of the hoarding including maintenance/security and other associated works such as alterations.

### 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client no later than one week before commencement of works.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

### 150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- Special requirements: n/a.

## 160 STABILITY

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

## 170 OCCUPIED PREMISES

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: Property will remain occupied during construction works.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

## 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

- Restrictions on use: No radios to be used.

## 210 SAFETY PROVISIONS FOR SITE VISITS

- Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for visitors to the site.

## 230 ACCESS FOR HEALTH AND SAFETY STAFF

- The Employer reserves the right under any contract for its qualified Health and Safety staff to access the site for the purposes of monitoring and recording the contractor's health and safety provisions and the interaction with existing occupants of the Employer's adjacent premises.

## PROTECT AGAINST THE FOLLOWING

### 330 NOISE AND VIBRATION

- Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Percussion tools and other noisy appliances without consent during the hours of in accordance with council construction working hours.
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 340 POLLUTION

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

### 360 NUISANCE

- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

### 370 ASBESTOS CONTAINING MATERIALS

- Duty: Report immediately any suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or encapsulation.

### 371 DANGEROUS OR HAZARDOUS SUBSTANCES

- Duty: Report immediately suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or remediation.

### 375 ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- Preservation: Keep objects in the exact position and condition in which they were found.

### 390 SMOKING ON SITE

- Smoking on site: Not permitted.

### 400 BURNING ON SITE

- Burning on site: Not permitted.

### 410 MOISTURE

- Wetness or dampness: Prevent, where this may cause damage to the Works.
- Drying out: Control humidity and the application of heat to prevent:
  - Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.

### 420 INFECTED TIMBER/ CONTAMINATED MATERIALS

- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.

### 430 WASTE

- Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
- General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy. 100% of all waste produced from construction works is to be recycled, the contractor is responsible for costs associated with this. Contractor is to keep records of waste disposal/ recycling.
- Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.

- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.
- All costs associated with waste management and the provision of skips is to be identified here/allowed within preliminary costs. No further costs will be considered.

## 450 LASER EQUIPMENT

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

## 460 POWDER ACTUATED FIXING SYSTEMS

- Use: Not permitted.

## 470 INVASIVE SPECIES

- General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically.
- Duty: Report immediately any suspected invasive species discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe eradication or removal.

## PROTECT THE FOLLOWING

### 510 EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

### 520 ROADS AND FOOTPATHS

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

### 530 EXISTING TOPSOIL/ SUBSOIL

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

### 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

### 550 RETAINED TREES

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
  - Change level of ground within an area 3 m beyond branch spread.

### 555 WILDLIFE SPECIES AND HABITATS

- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

### 560 EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

### 570 EXISTING WORK

- Protection: Prevent damage to existing work, structures or other property during the course of the work.
- Removal: Minimum amount necessary.
- Replacement work: To match existing.

### 580 BUILDING INTERIORS

- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

### 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstatement in original positions.

## 610 ESPECIALLY VALUABLE/ VULNERABLE ITEMS

- Protection: Ensure provision and maintenance of special protective measures to prevent damage to any vulnerable items.
- Method statement: Submit within one week of request describing special protection to be provided.

## 620 ADJOINING PROPERTY

- Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

## 625 ADJOINING PROPERTY RESTRICTIONS

- Precautions:
  - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
  - Pay all charges.
  - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

## 630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

## 640 MATERIALS FOR RECYCLING/ REUSE

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

# A35 SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

## 130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: **TBC.**
- Include the following in the programme: **TBC.**

## 160 USE OR DISPOSAL OF MATERIALS

- Specific limitations: 100% of all waste produced from construction works is to be recycled, the contractor is responsible for costs associated with this. Contractor is to keep records of waste disposal/ recycling.

## 170 WORKING HOURS

- Specific limitations: Work in accordance with construction working hours set by local authority.
- Where flexibility is required by RBKC, the Contractor is to accommodate this.
- Out of hours contact details are to be provided and full details of this function will be required by the successful tenderer.

## 180 COMPLETION IN SECTIONS OR IN PARTS

- General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its possession, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- Remainder of the Works: During execution, ensure that completed sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

# A36 FACILITIES/TEMPORARY WORK/SERVICES

## GENERALLY

### 110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

## ACCOMMODATION

### 210 ROOM FOR MEETINGS

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and Equipment: Provide table and chairs adequate for attendees.

### 230 TEMPORARY ACCOMMODATION

- Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:
  - It is used solely for the purposes of carrying out the Works.
  - The use to which it is put does not involve undue risk of damage.
  - Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
  - It is vacated on completion of the Works or determination of the Contract.
  - When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- Description: Include for appropriately sized temporary welfare facilities/site office within a cabin, location **TBC.**
- Available services and facilities: **TBC.**

### 230 SITE ACCOMMODATION

- Facilities: Facilities must be provided in accordance with HSE guidance. Contractor must provide:
  - access to adequate toilet and washing facilities;
  - a place for preparing and consuming refreshments; and
  - somewhere for storing and drying clothing and personal protective equipment.

#### Toilets and washing facilities

Toilets should be suitable and sufficient, ventilated, lit and kept in a clean and orderly condition. Washing facilities must be provided so that workers can use them immediately after using the toilet or urinal, even if they are provided elsewhere. General washing facilities must be suitable and sufficient, kept clean and orderly and with basins or sinks large enough for people to wash their face, hands and forearms.

The facilities should include:

- clean hot and cold, or warm, running water;
- soap or other suitable means of cleaning;
- towels or other suitable means of drying; and
- showers where the nature of work is particularly dirty or there is a need to decontaminate.

### Drinking water

Drinking water must be provided or made available at readily accessible and suitable places. Cups are required unless the supply is in a jet from which people can drink easily.

### Changing rooms and lockers

Changing rooms are needed where workers have to wear special clothing for the purposes of their work and cannot be expected to change elsewhere. The rooms must be provided with seating, means of drying and keeping clothing and personal effects secure.

All should be adequate for the scale of the job.

## 290 PARKING

- The Principal Contractor is responsible for arranging adequate transport arrangements with its employees. No heavy goods vehicles. The Contractor is to observe all parking rules and regulations that are in place. Parking will not be made available. Any costs incurred regarding parking will be the responsibility of the contractor.

## TEMPORARY WORKS

### 330 TEMPORARY PROTECTION TO TREES/VEGETATION

- Refer to tender drawings

### 340 NAME BOARDS/ ADVERTISEMENTS

- Name boards/ advertisements: Not allowed.

## SERVICES AND FACILITIES

### 420 LIGHTING AND POWER

- Supply: Electricity from the existing mains may be used for the Works as follows:
  - Metering: TBC.
  - Point of supply: TBC.
  - Available capacity: TBC.
  - Frequency: 50 Hz.
  - Phase: TBC.
  - Current: Alternating.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.
- General: All costs associated with lighting and power supply are to be the responsibility of the Contractor.

### 430 WATER

- Supply: The existing mains may be used for the Works as follows:
  - Metering: TBC.
  - Source: TBC.
  - Location of supply point: TBC.
  - Conditions/ Restrictions: TBC.
- Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.
- General: All costs associated with water supply are to be the responsibility of the Contractor.

## 440 TELEPHONES

- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

## 540 METER READINGS

- Charges for service supplies: Where to be apportioned ensure that:
  - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
  - Copies of readings are supplied to interested parties.

## 550 THERMOMETERS

- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

## 570 PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer/ Client, in sizes to be specified:
  - Safety helmets to BS EN 397, neither damaged nor time expired.
  - High visibility waistcoats to BS EN ISO 20471 Class 2.
  - Safety boots with steel insole and toecap to BS EN ISO 20345.
  - Disposable respirators to BS EN 149.FFP1S.
  - Eye protection to BS EN 166.
  - Ear protection – ear protection to BS EN 352-1, plugs to BS EN 352-2
  - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.

# A37 OPERATION / MAINTENANCE OF THE FINISHED WORKS

## GENERALLY

### 110 THE BUILDING MANUAL

- Responsibility: The contractor
- Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.
- Specific requirements: TBC.
- Format: Hard copy and electronic copy.
- Number of copies: TBC
- Delivery to: TBC by (date) TBC.

### 115 THE HEALTH AND SAFETY FILE

- Responsibility: Principal Designer.
- Content: Obtain and provide the following information: TBC.
- Format: TBC.
- Delivery to: TBC by (date) TBC.

### 155 CONTENT OF THE BUILDING MANUAL

- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

### 160 PRESENTATION OF BUILDING MANUAL

- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.

### 190 MAINTENANCE SERVICE

- Scope; provide a comprehensive maintenance service for the following items of plant and equipment: Include all planned preventative maintenance, as set out within the maintenance schedule and replacement of all consumable items.

## 210 INFORMATION FOR COMMISSIONING OF SERVICES

- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- Time of submission: At commencement of commissioning.

## 220 TRAINING

- Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- Time allowance: Include a minimum of one day.

## 230 SPARE PARTS

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
- Content: Include in the priced schedule for:
  - Manufacturers' current prices, including packaging and delivery to site.
  - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - Referencing to the plant and equipment list in Part 3 of the Building Manual.
  - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: one week before the date for practical completion stated in the contract.

## 250 TOOLS

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services, plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.
- Time of submission: At completion.

## 251 PRACTICAL COMPLETION REQUIREMENTS

- The following records, documents, data and certification must be issued and (if necessary) approved in order for the Works to achieve Practical Completion:
  - Updated Employer asset database
  - Electronic and hard copies of operations and maintenance manuals in the Employer's format
  - Handover schedules
  - Tenant / Lessee handbook
  - Confirmation of discharge of Building Control / Building Control certificates
  - Confirmation of discharge of all planning conditions
  - NICEIC electrical operation certification for all electrical installations.
  - Commissioning data and schedules
  - Gas Safety certification for all gas installations.
  - All certification for fire alarm and/or emergency lighting installations
  - All testing and commissioning certificates for all plant and equipment.
  - All executed collateral warranties (together with certified copies contracts which these relate to and evidence of Professional Indemnity Insurance)
  - All manufacturers & product guarantees required under the contract.
  - Air test certification in accordance with Part L of the Building Regulations.
  - Acoustic certification in accordance with Approved Document E of the Building Regulations.
  - Energy Performance Certificates (EPC)
  - Fire Safety Audit assessment report in connection with Regulatory Reform (Fire Safety) Order 2005.

## A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

### 110 MANAGEMENT AND STAFF

- Cost significant items

## A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

### 110 SITE ACCOMMODATION

- Details: Site accommodation required or made/ not made available by the Employer: See section A36.
- Cost significant items.

## A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

### 110 POWER

- Cost significant items.

### 120 LIGHTING

- Cost significant items.

### 130 FUELS

- Cost significant items.

### 140 WATER

- Cost significant items.

### 150 TELEPHONE AND ADMINISTRATION

- Cost significant items.

### 160 SAFETY, HEALTH AND WELFARE

- See clause A34/210.
- Cost significant items.

### 170 STORAGE OF MATERIALS

- Cost significant items.

### 180 RUBBISH DISPOSAL

- See clause A34/430.
- Cost significant items.

### 190 CLEANING

- See clause A33/710.

- Cost significant items.

## 200 DRYING OUT

- See clause A34/410.
- Cost significant items.

## 210 PROTECTION OF WORK IN SECTIONS

- Cost significant items.

## 220 SECURITY

- See clause A34/150.
- Cost significant items.

## 230 MAINTAIN PUBLIC AND PRIVATE ROADS

- See clause A34/520.
- Cost significant items.

## 240 SMALL PLANT AND TOOLS

- Cost significant items.

## 250 OTHERS

- Cost significant items: Contractor to advise.

## 300 GENERAL ATTENDANCE ON NOMINATED SUBCONTRACTORS

- See section A51.
- Cost significant items.

## 310 ADDITIONAL SERVICES AND FACILITIES ITEMS

- Cost significant items.

# A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

## 110 CRANES

- Cost significant items.

## 120 HOISTS

- Cost significant items.

## 130 PERSONNEL TRANSPORT

- Cost significant items.

## 140 TRANSPORT

- Cost significant items.

## 150 EARTHMOVING PLANT

- Cost significant items.

## 160 CONCRETE PLANT

- Cost significant items.

## 180 PAVING AND SURFACING PLANT

- Cost significant items.

## 200 ADDITIONAL MECHANICAL PLANT

- Cost significant items.

# A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

## 110 TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer:  
See section A36.

- Cost significant items.

## 110 TEMPORARY ROADS

- Cost significant items.

## 120 TEMPORARY WALKWAYS

- Cost significant items.

## 130 ACCESS SCAFFOLDING

- Cost significant items.

## 140 SUPPORT SCAFFOLDING AND PROPPING

- Cost significant items.

## 150 HOARDINGS, FANS, FENCING, ETC.

- Cost significant items.

## 160 HARDSTANDING

- Cost significant items.

## 170 TRAFFIC REGULATIONS

- Cost significant items.

## 200 ADDITIONAL TEMPORARY WORKS

- Cost significant items.

# A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

## 110 WORK BY/ ON BEHALF OF EMPLOYER

- Title: TBA
- Description of work: TBA

- Carried out by: TBA
- Attendance: Allow for all attendance

## 120 PRODUCTS PROVIDED BY/ ON BEHALF OF EMPLOYER

- General: Details of such products are given in the work sections, for fixing as part of the contract. Use for no other purpose than the Works.
- Handling: Accept delivery, check against receipts and take into appropriate storage.
- Surplus products: Keep safe and obtain instructions.

# A51 NOMINATED/ NAMED SUBCONTRACTORS

## 110 NOMINATED/ NAMED SUBCONTRACT

All Sub-Contractors to be appointed on a domestic basis

# A52 NOMINATED SUPPLIERS

## 110 PRODUCT PC SUMS

- General: PC sums for products to be obtained from Nominated Suppliers do not include for Main Contractor to fix the product as described in clause A31/160.
- Fixing allowance: Include in appropriate Work Section.

## 120 NOMINATED SUPPLY

- Item: N/A

# A53 WORK BY STATUTORY AUTHORITIES/ UNDERTAKERS

## 110 WORK BY LOCAL AUTHORITY

- Item: Check with LA
- Description of work: \_\_\_\_\_ .
- Provisional Sum: Include \_\_\_\_\_ .
- Allow for general attendance.

## 120 WORK BY STATUTORY UNDERTAKERS

- Item: Check with SA
- Description of work: \_\_\_\_\_ .
- Provisional Sum: Include \_\_\_\_\_ .
- Allow for general attendance.

# A54 PROVISIONAL WORK/ ITEMS

Refer to Contract Sum Analysis

## A55 DAYWORKS

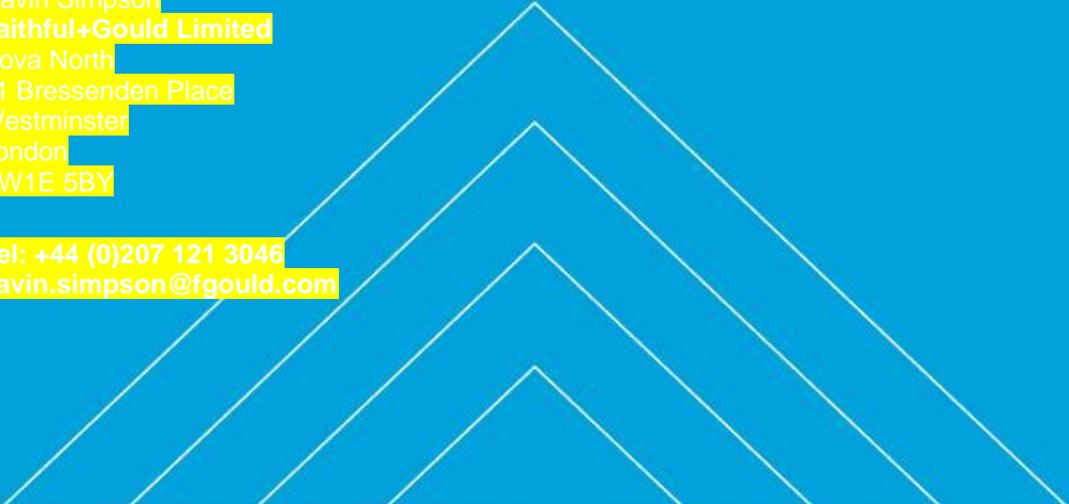
Not required

## A56 ADVANCE PROCUREMENT

Not required

## A57 RBKC PROTOCOL

- Contractor should familiarise themselves with the following documentation. It is deemed that all costs associated with these documents is included for.
  - Contractor Code of Conduct
  - RBKC Policies & Procedures
  - FRMS Works Authorisation Process & ER's
  - Standard Access Procedure for RBKC Properties
  - CDM Procedures Guidance Manual
  - RBKC Scaffolding Standard
- Resident Liaison – Contractor is to allow for a dedicated Resident Liaison Officer for the duration of the project programme. Cost is to be included.
- IT & Communication – Contractor is to allow for a resource to utilise RBKC document management system.



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