

REGIONAL FRAMEWORK

INVITATION TO TENDER

PART 6

EMPLOYER'S REQUIREMENTS / SPECIFICATION

Part A

March 2014

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INTRODUCTION

1. NOTE TO CONTRACTORS

The Scheme Contract will take precedence over any conflicting item stated in the Employer's Requirements / Specification.

Section 2 of this introduction sets out the structure of the Employer's Requirements / Specification and advises which Parts are for guidance and information only, and those Parts that are 'Contractual Requirements' ie the Employer's Requirements under the terms of the Scheme Contract.

There may be instances where there are conflicts between different 'Contractual Requirements' or where 'Contractual Requirements' cannot be met due to the Scheme being refurbishment as opposed to new build. In these instances, the Contractor will seek acceptance of a relaxation to the Employer's Requirements / Specification by way of submitting a list of derogations with his Contractor's Proposals stating the reason for the derogation. This is with the exception to Statutory Requirements / Consents where all matters need to comply.

2. STRUCTURE OF THE EMPLOYER'S REQUIREMENTS / SPECIFICATION

This Employer's Requirements / Specification document has been produced in order to identify the requirements for the delivery of projects under this Framework.

The Employer's Requirements / Specification are presented in three parts. The content of each Part is outlined below and summarises the purpose, relativity and contractual status of each one.

Part A: Employer's Requirements / Specification

Contains details, information and protocols that outline conventions, practices and restrictions relevant throughout the design and construction periods.

Status: Contractual Requirements.

Part B: Output Specification

Comprises four parts as outlined below. This document identifies requirements, good industry practice, legislation and specific requirements. Contractors will be required to provide solutions that comply with the requirements of the output specification and take due cognisance of the contextual background in of the School's requirements.

1 Overarching Requirement

This section identifies scheme specific design implications, identifies educational objectives and key pedagogical, curricular and social issues that impact on design, furniture and equipment and operation of the educational facility.

Status: For guidance and information only, not contractual.

2 Buildings and Grounds

Provides the overarching design requirements that will apply to all buildings and grounds in schools in the scope of the framework.

Status: Contractual Requirements.

3 FF&E Provision

Provides the overarching features and standards required in all furniture and equipment procured for any school in the scope of this framework. It also identifies policies for retaining and disposing of existing furniture and equipment.

Status: Contractual Requirements.

4 ICT Design Guide

Provides the overarching features and standards required in all ICT equipment procured for any school in the scope of this framework.

Status: Contractual Requirements.

Annex 1 – Statutory Requirements

Contains a list of statutory codes, standards, regulations, etc, current at the time of printing. These are not necessarily full, accurate or complete but provide guidance on the scope and range of compliance with advisory, legal and statutory documentation and legislation that will be required. The Contractor will be required to comply with current legislation throughout the duration of the Scheme Contract.

Annex 2 – ICT Responsibilities Matrix

PART A – EMPLOYER’S REQUIREMENTS / SPECIFICATION

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PART A - EMPLOYER'S REQUIREMENTS / SPECIFICATION

1. NOTE TO CONTRACTORS

1.1 Introduction

Part A contains details, information and protocols that outline conventions, practices, restrictions or site-specific requirements relevant throughout the design and construction periods.

This document assumes a design and build procurement route under either JCT DB11, ICD or MWD form of contracts. Where the procurement route is traditional, using JCT IC or MW form of contracts only, then any design obligations in this document will be the responsibility of the Framework User and not the Contractor.

1.2 Permissions and Consents

1.2.1 Detailed Planning Consent

The Contractor will be responsible for obtaining the Consents where required, for compliance with all associated statutory processes and for payment of all fees and charges in connection. It is also the Contractor's responsibility to comply with any conditions or reserved matters attached to the Consent. Where there are conditions which can only be satisfied by the Framework User, these can be included in the Employer's Requirements / Specification. Conditions may also relate to traffic, vehicular access, noise control, and other environmental matters.

1.2.2 Building Regulations

The Contractor shall comply with all current Building Regulations in respect of new school construction and refurbishment and remodelling works to existing buildings, and must also still meet the terms of all the DfE Constructional Standards 1997 and as amended (2001). The Constructional Standards override the current Building Regulations on Ramps Steps and Handrails (sections F, K & M). It is the Contractor's responsibility to make payment of the appropriate fees and to ensure that the work is carried out in compliance with the Regulations and Standards and that written approval is received.

1.2.3 Principal Contractor - CDM Regulations

The Contractor shall undertake the role of principal contractor under the Construction (Design and Management) Regulations 2007 and shall allocate resources to enable it to comply with the

requirements and prohibitions imposed on it by or under the relevant statutory provisions.

1.2.4 **Other Consents**

The Contractor is responsible for obtaining all other Consents required for any aspect of the works and for compliance with all relevant legislation, covenants, easements or other rights affecting the site. The Contractor shall also be responsible for negotiating any further covenants, easements or other rights that may be required on any of the Sites, for example for Statutory Undertakers and these to be included in the Employer's Requirements / Specification. The Contractor shall consult with the Framework User relating to the granting of such rights and shall reimburse the Framework User for its reasonable costs and expenses in connection with such issues.

1.3 **Statutory Compliances**

1.3.1 **General**

The Contractor shall comply with all Statutory Requirements and must meet all statutory minimum requirements for all schools.

1.4 **Survey Information**

The Framework User should add, delete or amend as appropriate the contents of this section.

Site conditions are at the risk of the Contractor, subject to the terms of the Scheme Contract.

1.4.1 **Access and Transport**

The Framework User will provide school travel plans for the sites which Contractor shall comply with.

1.4.2 **Condition Surveys and Plans**

The Contractor will be provided with plans of existing buildings, if they are available.

1.4.3 **Latent Defects**

The Contractor is required to take responsibility for defects in existing buildings for the work he undertakes. The Contractor is required to assume full responsibility for all defects, latent or otherwise, in respect of new buildings.

1.4.4 **Topographical Surveys**

The Contractor is to undertake topographical surveys and needs to obtain permission from the Framework User to do so. The Contractor shall have included for the risk of site conditions within its pricing of the Scheme Contract, and as such the Contractor shall take responsibility for any additional costs or variations relating to unknown ground conditions in accordance with the Scheme Contract.

1.4.5 **Ground Investigation Reports**

The Contractor is to undertake ground investigation once it has determined the potential location of new building footprints, and needs to agree the scope of such surveys with the Framework User to ensure that they are not overly intrusive and damaging to the building's grounds. The costs shall be included in the Contractor's pricing. The Contractor takes full responsibility for the ground conditions under the terms of the Scheme Contract.

1.5 **Design and Construction Protocols**

The Framework User requires clear protocols to be laid down to address design development, programming, reporting, the provision of construction information and defects rectification procedures.

1.5.1 **Contractor's Proposals**

Following the local competition, the Contractor shall submit the following as Contractor's Proposals for Comment by the Employer's Agent/Architect/Contract Administrator at least six weeks in advance of the proposed date for signing the Scheme Contract. The Contractor's Proposals will at least comprise the following:

(a) **CDM Regulations**

In accordance with the requirements of the Construction (Design and Management) Regulations 2007, the Contractor shall submit the following:

- (i) all necessary information to show his competence (Regulation 4 and Appendix 4) to prepare a design for the Works (so far as he has prepared or will prepare such design) in accordance with the relevant statutory provisions;
- (ii) all necessary information to show that he has allocated or will allocate adequate resources to enable him to comply with Regulation 11 and 18 (Duties of designers) and that he has allowed for such resources in his Contract sum analysis; and

- (iii) before works commence on site the Contractor shall develop the Health and Safety Plan to the satisfaction of the Authority to comply with Regulation 23 of The Construction (Design and Management) Regulations 2007.

(b) Programmes, Reports, Schedules, Plans, etc

The Contractor shall prepare and submit the following as a minimum:

- (i) a Quality Plan;
- (ii) a detailed Method Statement describing the techniques, equipment, plant, access and protection the Contractor intends to use during the Scheme Contract;
- (iii) a Programme (co-ordinated with the Programme for construction) which shall include sub-contract design and identifying dates by which orders are to be placed with sub-contractors, suppliers and statutory authorities;
- (iv) a Programme for construction as detailed in these requirements; and
- (v) a master decant programme where needed.

The Programmes shall take account of the period of time required by the Contractor for completing the design and such production drawings as are necessary and for the Framework User to review them.

The Contractor shall in his programming and pricing of the Works make adequate allowance for dealing with the features contained in the pre-construction information, together with further development of the Construction Phase Health & Safety Plan which may be required by the Contractor and which may reasonably be foreseen pre-contract to enable compliance with the relevant statutory provisions relating to health and safety.

The Contractor shall state the period he requires to complete his design and such production drawings as are necessary prior to start on site.

The Contractor shall provide a statement detailing how he shall interface and assist the Framework User with the familiarisation and training process for the operation of the facilities particularly with regard to the operation of the mechanical and electrical installations.

(c) Cost Form and Contract Sum Analysis

The Contractor shall provide any amplification of the Cost Form, Schedule of Rates and Contract Sum Analysis as required by the Employer's Agent/Architect/Contract Administrator.

Costs relating to items that are not priced shall be deemed to be included.

For the avoidance of doubt, the costs submitted on the Cost Form and in the Contract Sum Analysis shall be a fixed price lump sum.

(d) Cost Form

These will comprise completed forms Cost Form – School Level Capital Cost Pro-Forma Contract Sum Analysis

These will comprise:

- (i) an elemental cost summary that aligns with the design submitted with the Contractor's Proposals reflecting Pro-Formas detailed above;
- (ii) completed Schedule of Rates;
- (iii) a breakdown of Preliminaries specific to the Scheme in the format provided within the Pricing Schedules of the Regional Framework Agreement;
- (iv) confirmation of percentages for design fees, overheads and profit, and design and construction risk allowance; and
- (v) a monthly cash flow analysis coordinated with the Programme. This shall be coordinated with the information required under the Scheme Contract.

(e) Design Information

Design information from the contractor is not required at local competition stage. The contractor will develop the design information during the design and development stage. Design drawings and information shall include as a minimum:

- (i) **Architectural Proposals**
 - 1:500 drawing(s) showing the whole site, facilities and grounds;

- 1:100 general arrangement floor plans for each level for each building. The ground floor plan only shall show details of the external landscape. Each accommodation space is to be identified on the floor plans, with the actual area achieved which shall accord with the accommodation schedules. All plans to include a 'mini' block plan to cross reference the location of elevations / sections, etc;

(NB: Location of existing structures/walls to be shown on drawings as broken lines.)

- 1:200 roof plans to each building;
- 1:200 site sections – a minimum of three to be provided. Each section should show the topography along the profile line and levels across the site. All sections should include a 'mini' block plan to cross reference the location of plans/elevations, etc;
- 1:100 sections – a minimum of five to the school building, communicating the relationship of finished levels both internally and externally. The spaces should be suitably labelled to show the intended use of each space via a 'Key' that should relate directly to the accommodation schedule. All sections should include a 'mini' block plan to cross reference the location of plans/elevations, etc;
- 1:100 elevations relating to each geographical orientation for all buildings. Elevations shall communicate the aesthetic qualities of the proposed design and shall be sufficiently annotated and/or coloured to communicate the proposed external finishes. All elevations should include a "mini" block plan to cross reference the locations of plan/sections, etc;
- Construction sections – 1:20. A minimum of four sections to the school buildings;
- An elemental materials and components specification/commentary (ie an outline building fabric specification) for all new build works including external works elements. This is to enable easy understanding for non-technical readers / reviewers of the documentation;

- Technical specifications and product descriptions including details of internal and external finishes and components to new and retained areas
- Construction details to articulate the specification – as a minimum drawings showing typical sections through different types of the following construction elements are required:
 - floors;
 - external walls;
 - glazing;
 - roof;
 - internal partitions;
 - ceiling and service zones; and
 - notional structural layouts.
- Schedule of Finishes for all rooms in relation to walls, floors, ceilings, door facings etc. – this can be incorporated in the Area Data Sheets (see below) if preferred but should indicate the specific type of finish to be provided rather than generic information ie make / manufacturer and specification of carpet / vinyl / suspended ceiling system etc should be stated (or equal approved). This is required to clearly define the quality of the finishes to be used in the construction;
- Schedule of Accommodation – completed area schedules to detail all spaces to be provided in each building and cross-referenced back by Room numbering to the 1:100 general arrangement floor plans. Schedule to include for all areas (including plant, circulation and internal wall areas) so as to summate to total as drawn Gross Internal Floor Area. Areas shall be measured in accordance with the Code of Measuring Practice (6th Edition) published by the RICS;
- External Works:

- 1:200 External Works Plans showing finished levels;
- External Works Schedule;
- 1:200 Planting Plan; and
- 1:200 details of proposed site access/egress and parking/waiting arrangements for all vehicles, bicycles and pedestrians.
- The 1:200 plans will allow the Framework User to have a clear understanding of the proposals in relation to the external works (including hard and soft landscaping, external furniture, external fencing and sports areas) to allow the Framework User to gain comfort in relation to the proposed final site layout including appearance, access routes, compliance with DDA requirements, landscaping etc;
- The Schedule shall include external structures, materials and finishes and should cover all external works, footpaths, car parking and hard and soft landscaping;
- The planting plan should provide details of species, size and quantities;
- 1:50 scale fully loaded room layouts of all typical classrooms and specialist rooms (including library) that show:
 - room size and useable floor space;
 - room shape and compliance with ergonomic data and minimum critical dimensions;
 - room elevations;
 - access points/locations of doors and windows;
 - location of utilities and engineering services;
 - FF&E; and
 - Floor areas.
- Typical seating plans to main school hall & dining hall / refectory;

- 1:200 plans showing fire safety strategy for all buildings;
- Circulation diagrams – A3. Coloured diagrams to explain clearly strategy for movement within each building including access and egresses, horizontal and vertical movement, access to WC's, dining areas etc. from external play areas; and
- Phasing plans.

(ii) **Structural and Civil Engineering Proposals**

- Design Philosophy and structural general arrangement schematics for all floor levels and roof, 1:200 structural elevations and typical sections to show proposed structural form and principal features of:
 - stability;
 - flexibility;
 - loadings;
 - provisions for structural movement;
 - column positions;
 - plant rooms and any basements;
 - foundation layouts; and
 - retaining wall layouts.
- Scale details of roads/footpaths including adaptations to existing and off-site highways/footpath works;
- 1:500 scale details of proposed main service infrastructure strategy for the site, including principal service routes external to the buildings and the design strategy for foul and surface water drainage. Services connection strategy to be detailed;
- 1:500 scale details of land drainage strategy to whole site;

- Detailed specification for all civil and structural components
- Plans and sections – general arrangements drawings and typical sections illustrating earthworks on sites, showing areas of cut and fill; and
- Proposals for dealing with existing services on site – eg overhead cables etc.

(iii) **Mechanical and Electrical Proposals**

- Services and Environmental strategy and performance report to include detailed proposals
- 1:200 scale drawings of proposed zoning philosophy for major mechanical and electrical systems. This shall include internal services; concept schematics and zoning plans indicating where rooms require forced ventilation and / or cooling if proposed;
- Details of the proposed heating, cooling and ventilation systems, domestic hot and cold water services, above ground drainage, distribution of electrical and small power installation, lighting systems, emergency lighting, CCTV (internal and external), specialist services, building management systems and other service installations, location and size of main plant and equipment including locations of service risers, ducts and service routes;
- Drawings / details to indicate the environmental control philosophy (including details of natural ventilation systems where applicable) to enable clear understanding of the scale, level and locality of control for the heating, ventilation and cooling systems;
- Drawings / details to indicate the lighting system control philosophy to teaching, non-teaching and circulation areas. 1:50 drawing to indicate lighting layout to typical standard and specialist classroom;
- Detailed proposals for providing acoustic treatment / separation between spaces and facilities within the buildings;

- Acoustic strategy for scheme including proposals for minimising plant room / roof plant / kitchen plant / other plant noise. A statement and brief details from an acoustician stating that they have reviewed the design and confirm that the proposal does or does not meet the requirements of the Building Bulletins;
- Plant room drawings;
- An elemental materials and components specification/commentary for all mechanical and electrical works including external works elements. This is to enable easy understanding for non-technical readers/reviewers of the documentation;
- National Engineering Specification (NES) for principal mechanical & electrical systems and components to be provided; and
- List of proposed manufacturers of major mechanical and electrical fittings and equipment; and
- Draft BREEAM assessment [if required by the planning authority].

(iv) **ICT Infrastructure Proposals**

- To reflect detailed proposals
- Commentary, details and specifications of proposed ICT infrastructure provision including cabling, containment, wireless infrastructure, data points, interface details etc; and
- An agreed equipment schedule to support the ICT infrastructure proposal

(v) **Area Data Sheets**

Fully developed and completed Area Data Sheets using the EFA Pro-Forma found on DfE website.

(vi) **Developed Furniture Schedules (FDS) for All Room / Accommodation / Space Types**

Fixed and Loose Furniture, Fittings and Equipment specifications with photographs / illustrations of the

major types of furniture / equipment to be supplied (ie pupil / teacher chairs / tables etc).

(f) Personnel Information

The Contractor shall submit:

- (i) the names and CVs of senior management personnel (on and off-site) whom the Contractor will appoint for the Scheme Contract, together with a site organisation chart;
- (ii) the names of designers and other consultants whom the Contractor will employ for the Scheme Contract; and
- (iii) the names of sub-contractors to whom the Contractor will sub-let, identifying the scope of work for each.

(g) Insurance

The Contractor will provide all insurances as required by the Scheme Contract in relation to the Scheme.

1.5.2 Works Programming

The Contractor shall submit the Programme for the execution of the Works which shall show:

- (a) a detailed analysis of the drawings and other data necessary to achieve a full scale start on site and the proposed timing for the production of the drawings and data;
- (b) the Dates of Possession and Dates for Completion referred to in the Scheme Contract;
- (c) the periods included to obtain statutory approvals and the like;
- (d) the dates determined or proposed for commencement and completion of all trades, including those Sub-Contracted or to be sub-contracted and including the work and approvals of statutory bodies;
- (e) such dates as can be made available or the commencement and completion of all contracts for works not forming part of the Scheme Contract which the Framework User has placed or intends to place direct and the existence of which have been made known to the Contractor;
- (f) the detailed co-ordination of all of the elements of the Works;

- (g) the detailed commissioning programme for all services;
- (h) the dates for holidays proposed to be taken; and
- (i) all matters relating to Party Wall and Boundary Wall Awards.

In accordance with the CDM Regulations, The Framework User has recommended a minimum of [@] (*The framework user to insert*) days as being required for the Contractor to plan and prepare before construction commences on Site.

The Programme will be a linked bar chart programme and will be plotted from the computer software intended for the project. The critical paths must be clearly shown on the linked bar chart.

The Contractor shall show on the Programme each stage of both the design and construction of the various elements of the works so as to illustrate the latest dates by which instructions requiring changes can be accommodated in each part of the Works without affecting the completion (of any Relevant Part) thereof. Thereafter, the Contractor shall amend and revise the programme as required by the Scheme Contract and as required by the Framework User. In so doing, the Contractor shall obtain from all Sub-Contractors and statutory bodies and use his best endeavours to obtain from all Contractors referred to in (e) above (including those made known to him during the course of the Works) any updating in their progress or programme which has occurred or is likely to occur and incorporate this in the revised master programme.

The Contractor shall record progress on a copy of the Programme kept on site. If any circumstances arise which may affect the progress of the Works, he shall put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

1.5.3 **Progress Reporting and Communications**

The Contractor shall prepare systems and procedures to comply with the lines of communication and reporting procedures to be contained in the Scheme Contract. Such procedures shall be presented in the Contractor's Proposals as part of the Project Execution Plan described above.

(a) **Project Meetings**

The Contractor shall hold regular project meetings to co-ordinate the works. Representation at the progress meetings will be afforded to the Framework User to be kept abreast of all aspects of the scheme development and construction progress.

The Framework User is entitled to request the attendance at progress meetings of its ICT Contractor.

The Contractor will hold project meetings at not less than monthly intervals throughout the duration of the Works. The meetings will generally be held on site and will be chaired by the Employer's Agent/Architect/Contract Administrator. The meetings will be attended by the Framework User's representatives, the Framework User and the Framework User's ICT Contractor from time to time. The Employer's Agent/Architect/Contract Administrator may from time to time request the attendance of representatives from sub-contractors or principal suppliers, and the Contractor will not withhold a reasonable request.

Prior to each meeting the Contractor shall:

- (i) prepare and agree with the Employer's Agent/Architect/Contract Administrator the timing and agenda for each progress/co-ordination meeting;
- (ii) publish the agenda giving adequate prior notice of each meeting; and
- (iii) be responsible for minuting the meetings.

The Contractor shall hold regular design meetings. He shall ensure that the meetings are properly attended by his own design team. The Contractor, if requested, is also required to inform the Employer's Agent/Architect/Contract Administrator in advance of the timing and the Agenda for these meetings and is to provide minutes of meetings to the Employer's Agent/Architect/Contract Administrator.

(b) Progress Photographs

The Contractor shall take digital photographs of the Works at key construction stages and approximately 30 photographs at monthly intervals to record progress. Photographs shall be issued to the Employer's Agent/Architect/Contract Administrator electronically or by disk. All photographs shall be treated as confidential information unless otherwise directed by the Employer's Agent/Architect/Contract Administrator.

(c) Monitoring

The Contractor shall prepare and submit Progress Reports at monthly intervals, including but not limited to the following:

- (i) the Contractor shall monitor progress by “marking-up”, at not more than monthly intervals, the site copy of the master programmes to indicate the actual progress of all activities shown thereon. If any circumstances arise which may affect the progress of the Works the Contractor shall put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time;
- (ii) review of the risk register;
- (iii) any matter affecting completion;
- (iv) summary details on the issue and status of design development documentation; and status of all required approvals;
- (v) Health and Safety Report;
- (vi) any grounds for dispute that have occurred or are foreseeable including their progress and measures to resolve such issues;
- (vii) progress of any Change / Variation;
- (viii) the anticipated dates for completion of the school and change / variation works; and
- (ix) a written statement confirming that all construction issue design and production information for the relevant period is in accordance with the Employer’s Requirements and Contractor’s Proposals except in so far that the design and production information has been altered by a Change / Variation.

One copy of each report and programme prepared by the Contractor shall be kept on site and five copies shall be supplied for the use of the Framework User.

Reports and programmes shall be prepared, monitored and maintained by a suitably qualified person who is to retain close contact with the site until completion of the Works.

Submission of Progress Reports, etc. will not relieve the Contractor of his obligations under the Scheme Contract, will not constitute the agreement of any delays etc. shown thereon, will not affect the Date(s) for Completion and will not relieve the Contractor of his responsibility to complete the Works by the Date(s) for Completion.

1.5.4 Record Drawings and Documentation

Record drawings and documentation to be provided by the Contractor as set out in the Scheme Contract and given below with clause references:

On or before and as a condition precedent to practical completion the Contractor shall without further charge supply to the Employer in relation to the Works drafts of :-

2.37.1.1 all Operating and Maintenance Documents in accordance with the Employer's Requirements / Specification

2.37.1.2 originals of all warranties, guarantees and certificates or other documents then available in respect of plant equipment and fittings installed in the Works;

2.37.1.3 a schedule listing the names and addresses of all sub-contractors, sub-consultants, and suppliers who have been involved in the Works along with confirmation that all collateral warranties have been / are being procured from all sub-contractors and sub-consultants with design input;

2.37.1.4 a copy of the original notice of passing of plans under the Building Regulations and confirmation from the relevant authority that all conditions under the Building Regulations have been complied with; and

2.37.1.5 the health and safety file pursuant to the CDM Regulations in accordance with the information as set out in the Employer's Requirements / Specification.

Notwithstanding any provision to the contrary in this Contract the Contractor shall not be entitled to any payment of Retention that would, but for this provision, become due and payable under this Contract until the provisions of clause 2.37.1 have been complied with provided that the provisions of this clause shall not apply to any retention payable to the Contractor prior to Practical Completion by virtue of clauses 2.31 and 4.17.2.

2.37.2 Within four weeks of the date of practical completion the Contractor shall without further charge to the Employer supply to the Employer in relation to the Works (save as for where they have already been provided pursuant to clause 2.37.1) :-

2.37.2.1 three complete reproducible sets of the as built drawings together with one electronic copy on disk/CD-Rom (Microsoft Office Compliant);

2.37.2.2 three copies of the Construction Phase Plan together with one electronic copy on disk/CD-Rom (Microsoft Office Compliant);

2.37.2.3 the original completion certificate issued by the relevant authority under the Building Regulations;

2.37.2.4 all correspondence and documentation relating to obtaining of the Consents together with the originals of the Consents and copies of all associated drawings plans and copies of all applications relative thereto;

1.5.5 **Quality Assurance and Monitoring**

A system shall be established by the Contractor to enable the Framework User's monitoring of the design and the Works. This process is required entirely for review purposes and shall not constitute a commenting procedure on the Contractor's design. For the avoidance of doubt, the entire design and construction responsibility shall remain with the Contractor.

Where it deems it appropriate, the Framework User itself may review the following:

- (a) design and construction drawings and documentation of all types and at all stages;
- (b) any changes to agreed designs and specifications;
- (c) all construction and installation works, including off-site fabrications;
- (d) the Contractor's Project Control Systems and Procedures, insofar as they relate to compliance with the Scheme Contract;
- (e) any testing or commissioning of structure, systems or equipment;
- (f) compliance with the agreed programme; and
- (g) compliance with the Employer's Requirements.

1.5.6 **Supervision and Co-Ordination of the Works**

The Contractor shall fully co-ordinate the design, procurement and construction.

The Contractor shall be responsible for the co-ordination, supervision and administration of the Works, including all

sub-contracts. The Contractor shall arrange and monitor a programme with each sub-contractor, supplier and statutory authority and obtain and supply information as necessary for co-ordination of the work.

The Contractor shall be responsible for notifying and co-ordinating all statutory authorities as and when he requires their services on the site. The co-ordination shall include for providing the statutory authorities with sufficient information regarding line, level, etc, to enable them to provide and lay mains, cables, etc, to suit the progress of the Works, irrespective of whether payments are made direct to the statutory authorities by the Framework User.

The Contractor shall be responsible for co-ordinating the sequencing and setting out of the work on site, having particular regard to any conflicts, which may arise as a consequence of the interpretation of drawings by operatives.

The Contractor shall make regular visits to the premises of all his sub-contractors to inspect the quality of the work and to check on progress and delivery in relation to the programme.

The Contractor shall provide facilities and necessary equipment for inspection of the Works by the Employer's Agent/Architect/Contract Administrator at all times prior to the issue of the Notice of Completion of Making Good. This will include for the Contractor facilitating off site visiting for plant testing etc, and to manufacturing bases of suppliers

The Contractor shall notify the Framework User in advance of the date on which lifts, fire protection, mechanical, electrical and security installations will be ready and available for inspection by the Employer's insurers. The Contractor shall provide all facilities and necessary equipment for such inspections.

1.5.7 **Communications**

The Framework User shall require the Contractor to provide one named individual to be the "single point of contact" with the Employer's Agent/Architect/Contract Administrator. Such a member of the Contractor's organisation should have jurisdiction over both the design and construction disciplines and chair all progress and design meetings, thereby maintaining close contact with the project as a whole.

The Contractor shall provide an emergency telephone number at which the Contractor may be contacted out of normal working hours.

1.5.8 **Risk Register**

The Contractor shall maintain, develop and adapt a risk register. Such a register shall include potential risks to the performance of the works and their likely probability, financial estimates as appropriate, risks that are within the control of the Framework User, Contractor or members of the Contractor's supply chain.

1.5.9 **Adverse Weather**

The Contractor shall use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

1.5.10 **Measurement**

The Contractor shall give reasonable notice to the Employer's Agent/Architect/Contract Administrator before covering up work.

1.5.11 **Work by Others**

In the event that the Framework User requests his own Sub-Contractor to carry out works during the Contract, the Contractor shall retain responsibility for co-ordinating the works providing he is given adequate notice of their arrival and is prepared to accept their presence.

1.5.12 **Insurances**

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 the Contractor shall immediately give notice to the Framework User and Insurers.

1.5.13 **Snagging of Construction Works and the Defects Liability Procedures**

A specific time period shall be allowed in the construction programme for the commissioning of the Building Services. This period will be prior to Completion.

1.6 **Managing Construction Works**

1.6.1 **Construction Activities**

All construction work shall be undertaken in accordance with Statutory Requirements relevant codes of practice, Contractor's Proposals, and Good Industry Practice. The Contractor shall produce Method Statements detailing how it intends to deal with these issues.

New materials only are to be used in carrying out the Works (unless the Framework User agrees otherwise in writing) and all goods used or included in the Works will be of satisfactory quality and no Prohibited Materials will be used or included in the Works.

1.6.2 **Protection of Work**

Everything, which is liable to damage, shall be properly protected and cased up as necessary. The Contractor shall accept responsibility for any damage to the Works or property to be retained in the vicinity of the works.

The Contractor shall anticipate the arrival of and protect all work from damage by inclement weather. He shall accept responsibility for all work damaged or soiled by weather including the work of any sub-contractor and the work of others directly engaged by the Framework User and pay all costs and expenses in taking down and re-executing or otherwise making good or replacing to the satisfaction of the Employer's Agent/Architect/Contract Administrator.

1.6.3 **Adjoining Properties, Roads, Paths, Boundaries**

The Contractor is so to arrange and carry out the Works and take adequate precautions so as to cause no interference or interruption to the use of any adjoining, adjacent properties including roads, footpaths, soft and hard landscaping.

Prior to commencement of construction works to the school Sites the Contractor shall prepare a schedule of conditions of retained, adjacent buildings, excluded buildings, roads, hard standings, landscaping, playing fields, paths, paving and boundaries and other site features.

The Contractor will repair any damage over and above that identified within the survey caused by the work.

In particular, the Contractor shall use all practical means to prevent mud or rubbish of any kind being carried onto the roads, footpaths or pavings. Where, however, in spite of such precautions, mud or rubbish is carried onto the roads, footpaths or pavings, the Contractor must immediately clean up such mud or rubbish and remove to authorised tips. Special attention must be given to prevent mud becoming embedded in road and footpath surfaces.

It is anticipated that there may be Services on the site, which are not correctly identified on existing records. The Contractor shall take all reasonable precautions to minimise the risk of damage to any such Services. Where such Services are encountered the Contractor shall notify the Framework User.

The Contractor shall be responsible for all costs associated with alterations to or additional provision of any Services made necessary by the Works whether specifically identified or not unless prohibited by law or inconsistent with Good Industry Practice.

Any existing drainage systems and Services to be retained are to be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption to such.

The Contractor shall adequately protect, uphold, maintain and prevent damage to all existing Services.

Should any works be required on or from any adjoining property, the necessary permission must first be obtained by the Contractor

Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the Contractor shall obtain the permission of the adjoining or adjacent owner or occupier and obtain legal licence as necessary. The Contractor shall be deemed to have allowed for the payment of any fees and charges in connection therewith. The Contractor shall indemnify the Framework User against any claim or action for damages arising from the use of any plant, machinery or equipment. The Contractor shall ensure that the security of the adjoining or adjacent properties shall not in any way be impaired by the carrying out of the Works.

1.6.4 **Stability**

The Contractor shall be responsible for the stability and structural integrity of the Works during the Scheme Contract, providing all necessary support. He shall prevent overloading.

1.6.5 **Use of the Site**

(a) **Control of the Site**

The Contractor shall confine all workpeople (including sub-contractors' and statutory undertakers' workpeople) to the site of Works.

The Contractor shall ensure that management and supervision is maintained for the works on the school Sites during normal working hours when the site is open. All significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. The site organisation staff must include persons with appropriate knowledge and

experience of mechanical and electrical engineering Services to ensure compatibility with the works in general.

The Contractor must not use or occupy or permit the site or any land upon which the works are being undertaken to be used or occupied for any purpose other than the carrying out of the works. He shall also not deposit or manufacture or permit to be deposited or manufactured on the site or any land upon which the works are being undertaken any materials which are not required for the carrying out of the works.

The Contractor shall also not permit or suffer the storage of materials or the parking of vehicles in the immediate external vicinity of the boundaries of the sites by the Contractor, or any Building Sub-Contractor other than for reasonable periods necessary for loading and unloading or as set out in the Contractors Proposals.

Outside normal working hours the Contractor shall ensure that the site is closed and secured.

The Contractor shall ensure that all operatives and Contractors parties shall be fully clothed at all times whilst on site, refrain from playing music, smoking and swearing. The Contractor shall be required to remove persons who breach these requirements from the site immediately.

(b) Temporary Fences, Hoardings, Fans and Gantries

Hoarding and access gates of good quality shall be provided, if required.

The Contractor shall be deemed to have allowed for maintaining hoardings in good condition, for maintenance of lighting, for alterations and adaptations necessitated by the carrying out of the Works, and for taking down and clearing away when no longer required.

(c) Temporary Screens and Walls

The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all necessary temporary screens and walls, etc, for the proper execution of the Works.

(d) Temporary Roofs

The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all necessary temporary roofs, etc, for the proper execution of the Works.

(e) Scaffolding

If the Contractor strikes scaffolding before ascertaining whether it is required by any Statutory Authority or the Employer's Agent/Architect/Contract Administrator, they will be responsible for re-erecting the scaffolding if so required at their own expense.

(f) Temperature and Humidity

The Contractor shall provide all temporary protection required for drying out and controlling the temperature and humidity of the Works in an efficient manner.

The Contractor shall dry out the Works, maintain an adequate temperature and control the humidity levels in all parts of the Works as necessary to facilitate the progress and satisfactory completion of the Works including work of sub-contractors and persons directly engaged by the Framework User.

The drying out and humidity of the Works and the application of heat shall be so controlled as to prevent any excessive movement, blistering or failure of adhesion and to prevent any damage due to trapped moisture or other causes. A control system shall be provided for whatever method of drying is adopted to limit the temperature and humidity range and provide all necessary monitoring equipment.

The Contractor shall be deemed to have allowed for all costs in connection with drying out and controlling the temperature and humidity of the Works.

The Contractor will not be permitted to use the permanent heating/air conditioning system for drying out and controlling the temperature and humidity of the Works.

(g) Temporary Telephones

The Contractor's own telephone and fax facilities shall be made available to the Framework User and his representatives and the Contractor shall be deemed to have allowed for the cost of the calls made by and on behalf of the Framework User and his representatives.

(h) Identity Cards

The Contractor shall provide identity cards for all its operatives (including sub-contractors). Such operatives shall wear identity cards at all times when on the Site or working on the project.

The Contractor will not employ operatives or managers working on site or visiting site who have a Criminal Record relating to paedophile crimes. The Contractor will vet his staff and sub-contracting and sub-consultants staff to ensure compliance with this requirement. Where requested by the Framework User, the Contractor will submit all names of people working or visiting site so that they can undertake their own additional checks.

(i) **Site Name Board**

The Contractor shall provide a name board for the duration of the works at the school Sites subject to the agreement of the Employer's Agent/Architect/Contract Administrator as to the design and position, but of sufficient size to display the scheme name and description, the Framework User's, and the Contractor's names and to enable the erection of professional name boards for all the consultants involved, including those consultants employed by the Framework User. The Contractor shall be responsible for including any logo or other signage required by DfE / EFA or other funding bodies.

The Contractor shall not erect or exhibit or permit or suffer to be erected or exhibited on any part of the site any signs or trade boards save those previously approved in writing by the Framework User (such approval not to be unreasonably withheld or delayed).

The Contractor shall allow for fixing professional name boards and for removing on completion of the Works.

(j) **Fire Access**

The Contractor shall ascertain the required access routes for the fire brigade and those routes are to be kept open and maintained throughout the duration of the Works including nights and weekends.

In refurbishment schemes, emergency exit routes from existing buildings must be maintained at all times and changed as necessary. The Contractor shall liaise with the Employer's Agent/Architect/Contract Administrator when defining such exit routes.

(k) **Fire Precautions**

The Contractor shall comply with the Code of Practice entitled Fire Prevention on Construction Sites published by the BEC / LPC. He shall appoint a Site Fire Safety Co-ordinator and implement any temporary fire strategy before commencing work as required by the Local Authority.

The Contractor shall take all reasonable precautions to prevent the outbreak and spread of fire and shall provide and maintain suitable and adequate fire fighting equipment at points adjacent to the Works and unfixed materials and shall observe strict fire prevention measures throughout the Works.

Potential hazards shall be discussed and fire precautions shall be agreed with an appropriate Fire Officer from the Fire Brigade, the Employer's Agent/Architect/Contract Administrator prior to commencement of work.

The Contractor shall allow facilities for any visits the Fire Officer may make, to inspect the site and buildings in order to ensure that fire precautions are adequate and shall comply with any reasonable request made by the Fire Officer in this connection.

No smoking or bonfires shall be allowed on the Sites.

(l) Route Signage and Site Delineation

The Contractor shall provide adequate signage and barriers to the Sites for the purposes of separating the works operations from those of the schools and the separation of vehicles from pedestrians.

(m) Work Beyond the Boundary of the Site

Where work is described as being executed beyond the boundary of the school Sites or in the public highway, the Contractor shall be responsible for all watching and lighting, traffic signalling, temporary barricades, walking platforms and warning notices to ensure the safety of all persons. The Contractor shall also remain responsible for removing the same on completion, giving all notices to the relevant Authorities, paying associated fees and charges and carrying out the work to their satisfaction.

(n) Working Hours

Working hours are normally 8.00am to 6.00pm, Monday to Friday. No work shall be executed outside these times unless in exceptional circumstances and then only with the written approval of the Employer's Agent/Architect/Contract Administrator. Planning restrictions may also apply. Where the Contractor intends to work outside agreed 'normal working hours' a minimum of two working days' notice and detailed reasons are required to be given to the Employer's Agent/Architect/Contract Administrator for consideration..

(o) **Trees, Hedges, Shrubs and Lawns**

The Contractor shall adequately protect and preserve all trees, hedges, shrubs and lawns on the school Sites, except those to be removed. If damage or removal of species occurs that is not in accordance with the Employer's Requirements / Specification then the Contractor is required to treat or replace such species. The Contractor must not unnecessarily disturb trees or planted areas either by the disposal of surplus spoil or excavation of topsoil.

(p) **Control of Noise and Pollution**

The Contractor's attention is drawn to statutory requirements regarding the control of noise and pollution in relation to the demolition and construction works and to the need to obtain all necessary prior consents from the relevant Authorities. All Works must be carried out in accordance with the Programme so as to minimise disruption to Educational Services. Noisy works must be avoided during lessons generally and absolutely during examination periods. Where unavoidable noise may occur during the school day in an operational school, the Contractor shall give at least 24 hours' notice of the time and duration of the impending disturbance to the school's Representative, also notifying the Employer's Agent/Architect/Contract Administrator

The Contractor shall at all times prevent any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works and shall assist the Framework User in defending any action or proceedings which may be instituted in relation thereto.

The Contractor shall be responsible for and shall indemnify the Framework User from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference.

The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

The Contractor shall be deemed to have allowed in his prices for complying with the requirements of local authorities and the Health and Safety Executive with regard

to control of noise, pollution and all other statutory obligations.

The Contractor's particular attention is drawn to the rights of restrictive action which exist by virtue of the Environmental Protection Act 1990 and of Sections 60, 61 and 68 of the Control of Pollution Act 1974 and he shall comply with any statutory notices, conditions or limitations that may be imposed on him or on the Framework User by any local authority.

The Contractor shall make all applications and obtain all such consents as are required under the said Acts.

Without prejudice to his duty to comply with the Control of Pollution Act 1974, the Contractor shall allow for complying with BS 5228 "Code of Practice for Noise Control on Construction and Demolition Sites" including the recommendations on community relations, planning and supervision.

The Contractor shall inform the Employer's Agent/Architect/Contract Administrator in writing of any contravention of the said Act or British Standard within three days of such. The Employer's Agent/Architect/Contract Administrator shall have power thereupon or upon the said contravention coming to his notice to issue such instructions as he may think fit to abate, avoid or halt any further contravention and the Contractor shall comply with such instructions at his own cost.

If the Contractor shall be guilty of any offence under the said Act or British Standard, he shall himself pay all fines imposed by the court by which he has been convicted and shall not be entitled to be indemnified by the Framework User in respect of any such fines.

The Contractor shall not be entitled to reimbursement by the Framework User of any costs, damages, loss or expense to which the Contractor has been or may be put, which have been occasioned or caused by compliance with any such notice, consent, limit, condition or instruction as aforementioned. The Contractor shall not be entitled to any extension of time for delays caused by such compliance.

The use of explosives will not be permitted unless expressly agreed with the Employer's Agent/Architect/Contract Administrator.

All plant, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plant, tools and vehicles.

The Contractor shall not permit radios or other audio equipment to be used on site in ways or at times which may cause nuisance.

The Contractor shall take all necessary measures to ensure that no oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter are discharged from the site into any rivers, ditches, watercourse or services media on the site and/or any adjoining property. The Contractor shall not permit or suffer the blockage of any such rivers, ditches, watercourses or services media by reason of anything done or omitted on the sites or any land upon which the works are being undertaken, and shall comply at his own expense with any requirements of the Environment Agency or any other relevant authority so far as such requirements relate to or affect the Works.

(q) Site Access

Temporary and permanent access to and from the Sites, internal highway arrangements and movement and parking of traffic within the site boundary shall be agreed with the relevant school and the Employer's Agent/Architect/Contract Administrator prior to commencing work on site.

The Contractor shall not gain or allow access to and egress from the Sites except as set out in the Contractors Proposals.

(r) Protective Clothing

The Contractor shall provide and maintain protective clothing, footwear and headwear as required by the Health and Safety Executive for all personnel engaged on or visiting the works and for the sole use of persons acting on behalf of the Framework User.

(s) Health and Safety

In relation to all demolition and construction works, the Contractor shall take all necessary steps in accordance with Legislation with regard to ensuring that the health and safety of all occupants of the sites, individuals invited onto the sites, occupants of existing schools and occupants of adjoining properties is not adversely impacted upon by the undertaking of the Works.

The Contractor's attention is drawn to statutory requirements regarding the health and safety of all personnel engaged on or visiting the works and to members of the public and to the need to obtain all necessary prior consents from the relevant Authorities. The Contractor will also note that where existing

Sites continue to be occupied by children during the construction works particular care must be taken to safeguard them.

The Contractor shall comply with all current safety, health and welfare legislation, all current approved Codes of Practice issued by the Health and Safety Commission, all current guidance issued by the Health and Safety Executive and the Code of Welfare Conditions of the National Joint Council for the Building Industry.

The Contractor shall ensure that assessments are made such that all significant risks likely to arise throughout the construction phase are anticipated and that appropriate steps are taken to eliminate, reduce or control the risk in accordance with the Management of Health and Safety at Work Regulations 1999.

The Contractor shall make specific site rules dealing with the wearing of PPE, drinking, smoking and general housekeeping discipline on site.

The Contractor shall prepare an overall emergency plan for the site, which shall include details of how fires will be dealt with throughout the construction phase. The Contractor will share these plans with the Framework User. He will also undertake induction course in reference to the plan with the school and all affected parties where the content of the plan has an effect on the safety of people and pupils in retained buildings in close proximity to the works.

(t) Dust Control

The Contractor should note that in many cases the neighbouring properties to the site will be residential property, and without prejudice to its liabilities and responsibilities in the Scheme Contract, the Contractor should take full responsibility for any complaints or claims resulting from their failure to control dust on the site.

The Contractor shall provide and remove on completion such screens, dustsheets, etc, as it considers necessary to minimise the nuisance caused by the distribution of dust including the prevention of damage to the schools' equipment etc.

(u) Pest Control

All reasonable precautions shall be taken to avoid infestation of the Works by rats and mice.

When drains are being laid, precautions shall be taken to avoid the entry of rodents, including providing temporary stoppers to pipe ends and setting manhole covers in position as the work proceeds. Pipes and cables passing through the foundation walls shall be properly built with appropriate seals.

(v) **Debris**

The Contractor shall not sell or dispose of any earth, clay, sand, gravel, chalk or other material from the sites or any land upon which the works are being undertaken or permit or suffer the same to be removed, except so far as shall be necessary for the proper execution of the works, without the consent of the Framework User which shall not be unreasonably withheld.

The Contractor shall, at his cost, transport all surplus materials arising from the Works and arrange for the tipping of the same at such places as may lawfully be used for tipping. The Contractor shall (until such time as such material is lawfully tipped) ensure that such materials will not cause or give rise to pollution of the environment as defined by section 29(3) Environmental Protection Act 1990.

The Contractor must take all necessary measures to prevent damage, loss, injury or nuisance caused by:

- (i) mud, dirt stones or other materials used or generated whilst carrying out demolitions. This includes, but is not limited to, ensuring that no fuel or lubricant, mud, dirt, stones or other material is spilled or deposited on the highway whether or not it is open to traffic;
- (ii) smoke or dust generated whilst carrying out the demolition works; and
- (iii) bonfires, which will not be permitted.

The Contractor shall take the necessary measures to ensure that all vehicles leaving the Sites are adequately cleaned to prevent the deposit of waste materials and debris on any Adjoining Property and/or the Existing schools and if any such material or debris is so deposited the Contractor shall forthwith employ such measures as shall be necessary to remove the material and debris and to clean and reinstate any Adjoining Property and/or Existing schools to the reasonable satisfaction of the owners or occupiers of any Adjoining Property and/or Existing schools as the case may be.

(w) Demolition Works

The Framework User will not permit any demolition work to be carried out on Saturdays, Sundays, Statutory Bank Holidays or during specific times designated by the school such as examinations without specific prior approval by the Employer's Agent/Architect/Contract Administrator

The Building Act 1984 Section 80 (Duty to give Local Authority Notice of Intended Demolition) will apply.

The Contractor's attention is drawn to the "Code of Practice for the Control of Noise, Vibration and Dust from Major Civil Engineering Projects" April 1996 published by Environmental Protection Services.

(x) Site Hazards

The Contractor must prevent fire or explosion caused by gas or vapour.

The Contractor must prevent nuisance from dust by appropriate methods of working, by the use of water as appropriate, by screening, enclosure or extraction using appropriate equipment. The Contractor shall ensure that all sensitive equipment owned by the schools is protected from dust during such works.

The Contractor must take adequate precautions to protect pupils, staff, the general public and site operatives from dangerous fumes and dust arising during the demolition works.

(y) Water for the Works

Prior to the commencement of the demolition works, the Contractor must ensure that reasonable measures for dust suppression are in place.

Should the use of water for dust suppression result in a drop in pressure to other users in the vicinity, then the Contractor shall programme the works to prevent this, or provide an alternative means of supply.

(z) Utilities Used During the Works

(i) Location of Existing Services

The Framework User may make available details of existing Services routes on the school Sites but the information is not warranted and therefore the Contractor should take all reasonable steps to

ascertain the accuracy of any such information including carrying out any surveys.

(ii) **Continuity of Existing Services**

The Contractor shall ensure that all power, energy and water supplies used during the works are separately metered where utilising the schools supplies unless a separate supply is procured by the Contractor. The Contractor shall provide meter readings to the relevant school's Representative and Employer's Agent/Architect/Contract Administrator Employer's Agent/Architect/Contract Administrator at the commencement and completion of each phase of the works.

The Contractor shall reimburse the relevant school for all power and water utilised. For the avoidance of doubt this shall include a proportion of all heating bills relating to works areas until the Works are handed back to the school.

(aa) **Protection of the Public and the Environment**

The Contractor must take steps to protect the public against harm due to the demolition works. These steps shall include the provision and adaptation maintenance and removal as required of all necessary temporary fences, barriers, hoardings, guard-rails, screens and the like.

The Contractor must take steps to prevent dust, smoke, debris, artificial lighting, stockpiles, temporary works and the like from causing unnecessary inconveniences or becoming a nuisance.

The burning of materials on site is prohibited. The Contractor's attention is drawn to the provisions of the Clean Air Act 1933.

(bb) **Site Security**

Adequate temporary hoardings and security fences shall be erected and maintained around the works to prevent unauthorised persons from gaining access to the works at all times; especially pupils.

The Contractor shall be deemed to have included all costs associated with the maintenance of the lighting installations within the site, including all temporary power supply requirements, particularly during periods of interruption to the mains power supply.

The Contractor shall safeguard the Works, materials and plant against damage and theft, including all necessary watching and lighting for the security of the Works etc. and the protection of the Public and the Framework User

All materials shall be kept in safe compounds so as not to allow access for vandalism.

(cc) Safety of Pupils, Staff and the Public

The Contractor shall take all precautions necessary to ensure the safety of pupils, staff and the public. The Contractor shall ensure that plant and equipment is not left unattended and is secured during periods when the site is vacated. Access to scaffolding and entry points to the works and its buildings shall be prevented to unauthorised personnel. In particular the Contractor shall ensure that access to the works, whether this be via scaffolding, ladders, gates or temporary doors are not left unattended when open such that pupils and other Framework User parties can gain access.

(dd) Temporary Accommodation [where required on an existing school Site]

The Contractor shall not without the written consent of the Employer's Agent/Architect/Contract Administrator erect or permit or suffer to be erected on the site any temporary structure except site accommodation.

Provision of temporary school accommodation identified as being required during construction of a school shall ensure each school is able to deliver the curriculum to all its students, and to meet its administrative, pastoral and other needs throughout the Work. The Contractor will be responsible for providing this accommodation including, but not limited to, obtaining all consents, the supply and erection of the school facilities, including all necessary ICT and utilities connections and the removal and Site reinstatement following completion of the Works.

Where existing temporary accommodation at a site is re-used the standards applying to it will be to the originally designed standards for that accommodation. The Framework User will be responsible for the provision of the accommodation to the relevant standard.

In any event, all temporary accommodation will be required to meet the following performance requirements:

- (i) to meet all current legislation and regulations;

- (ii) take into account and where mandatory comply with all European and British Standards, Codes of Practice, etc.;
- (iii) to be sensitive to the local environment including neighbours;
- (iv) to provide an internal and external environment that is, safe and secure for all its users;
- (v) to contribute to the overall smooth operation of the school during the main construction works;
- (vi) to ensure the entire curriculum, administrative and pastoral requirements of the school are not interrupted;
- (vii) to be timely having regard to the timescales in the Agreement; and
- (viii) to maintain existing open space as far as possible.

The Contractor shall provide, maintain (including heating, lighting and cleaning and taking down and re-erecting from time to time as necessary) his own temporary accommodation for his use and the use of site meetings during the construction phase. On completion, the Contractor will clear away temporary buildings and reinstate external areas.

(ee) Occupancy and Decanting

This responsibility applies to the transfer of the schools by the Contractor including all their equipment, books, materials and pupils' work in progress. This requirement shall apply to the new or refurbished school facilities and additionally for all schools at which temporary accommodation is required during construction. It is to include commissioning of the Services, provision of crates, removal and transfer to new designated locations.

The general performance requirements applicable to the occupancy and decant service are:

- (i) to meet all current legislation and regulations;
- (ii) take into account and where mandatory comply with all European and British Standards, Codes of Practice, etc;
- (iii) to protect the health, safety and security of the Contractors employees, the Framework User,

Framework User Related Parties, school staff and users, adjacent occupiers and the general public;

- (iv) to prevent or minimize to acceptable levels disruption, inconvenience and nuisance to the Framework User, Framework User Related Parties, each school and its users, adjacent occupiers and the general public;
- (v) to prevent damage to or loss of property belonging to the Framework User and that of its users, adjacent occupiers and the general public;
- (vi) to maintain the integrity and security of all data held by each school; and
- (vii) to ensure the curriculum, administrative and pastoral requirements of each school are not interrupted by works that are within the control of the Contractor.

(ff) **Asbestos**

The Contractor is required to comply with the Control of Asbestos at Work Regulations, together with its associated Approved Code of Practice. In so doing, the Contractor shall become the “duty holder” and therefore responsible for managing asbestos for these Sites and take action to develop and implement an Asbestos Management Plan, monitor the condition of asbestos by regular inspection and update the asbestos register records. No materials or products containing asbestos shall be used in the Works and during the operational phase.

The Contractor will be responsible for visiting the site to ascertain the means of access, nature, content, condition and extent of any asbestos based materials and to any rubble, surface or buried, resulting from previously demolished buildings.

The Contractor shall carry out all necessary removal or remedial works and shall allow in its pricing for undertaking the Works and operations in accordance with its specification and all current and foreseeable legislation and associated practical guidance, leaving the site safe.

When the Contractor undertakes any work to existing buildings / services, it is essential that it proceeds with caution, taking care to establish whether or not there is a hazard arising from the presence of asbestos. The Contractor shall report to the Employer’s

Agent/Architect/Contract Administrator any suspected asbestos based material discovered during demolitions / refurbishment work. The Contractor must avoid disturbing such materials and inform the Employer's Agent/Architect/Contract Administrator of the methods proposed for safe removal or encapsulation in accordance with legislation and good industry practice.

In the event of any suspected leak of asbestos contaminated dust into adjacent areas, that area shall be evacuated immediately and the Contractor required to collaborate in this matter as may be appropriate, including the provision of an immediate warning to the Framework User about the possible hazard and the prompt provision of suitable air and / or dust samples for laboratory examination.

In addition to the new Control of Asbestos at Work Regulations and associated Approved Code of Practice the Contractor shall be responsible for ensuring compliance with all statutory requirements.

(gg) Other Site Contaminants

The Contractor shall report to the Employer's Agent/Architect/Contract Administrator the presence of any high levels of site contaminants found during the works. The Contractor must agree with the Employer's Agent/Architect/Contract Administrator remedial measures to undertake for the Sites in accordance with legislation and good industry practice. The Contractor's attention is drawn to Building Regulation Approved Document 'C' containment section and also to the BRE report entitled 'The Construction of New Buildings on Gas Contaminated Land'. Both documents provide details on the control and excavation of gaseous contaminants and the necessary action on site.

1.6.6 Other Information

(a) Materials Efficiency and Reducing Waste During Construction

The Contractor is required to help achieve sustainable development and to reduce waste during construction according to the requirements as set out in clauses 3.6.29 to 3.6.36 of Part B of this output specification of the ITT for the Regional Framework..

(b) Commissioning

The Contractor will allow for provision of and submit a commissioning strategy with the Contractor's Proposal's for comment by the Employer's Agent/Architect/Contract

Administrator. This will detail the extent of commissioning and the process to ensure that full commissioning align to manufacturers installation and commissioning requirements. The commissioning strategy will include involvement and representation by the Employer's Agent/Architect/Contract Administrator for witnessing commissioning and being informed throughout the process.

(c) Induction

The Contractor shall allow for provision of and provide induction training to the Framework User / school facilities management staff and contractor in the operation of the completed building and equipment. The Contractor will also do the same for catering staff in connection with the kitchen equipment.

If required by the Framework User under the Scheme Contract, the Contractor shall provide an induction to any new or refurbished building for all teachers, staff and students at the dates and times identified in the Construction Programme in the manner set out in the Contractors Proposals.

(d) Persons Employed Direct

The following works are not included in the Scheme Contract and may be executed by the Framework User or persons employed or engaged by the Framework User contemporaneously with this Contract:

- (i) *Schedule out*

(e) Work by Statutory Authorities

Work to be executed by local authorities and statutory undertakers:

- (i) *Schedule out*