

PRELIMINARIES

1.1 PROJECT PARTICULARS

PROJECT PARTICULARS

Name, nature and location of project

1. The Works comprise the construction of new ramp and steps from the car park of Sevenoaks Community Centre, Crampton's Road, Sevenoaks, TN14 5DN to Platform 1 at Bat & Ball Station in Sevenoaks, Kent.
2. The Works will require certain elements to be designed under Contractor Designed Portions.

Length of contract

3. The works on site are expected to be completed within 2 months, albeit that the Contractor is to base his tender on his own assessment of the on-site period required.

Name, addresses and points of contact of Employer and Consultants

Employer / Project Manager

4. Sevenoaks Town Council, Council Offices, Bradbourne Vale Road, Sevenoaks, Kent TN13 3QG

Contact: Chief Executive / Town Clerk: Linda Larter
Telephone: 01732 459953
E-mail: townclerk@sevenoakstown.gov.uk

Architect

5. Theis + Khan, 11-13 Lonsdale Gardens, Tunbridge Wells, Kent TN1 1NU
Contact: Soraya Khan
Telephone: +44 (0)1892 518094
E-mail: soraya.khan@theisandkhan.com

Quantity Surveyor and Principal Designer

6. Wicksteeds Consultants LLP,
Salatin House, 19 Cedar Road, Sutton, Surrey, SM2 5DA

Contact: Andrew Venn
Telephone: 020 8661 1831
E-mail: AndrewVenn@Wicksteeds.co.uk

Structural Engineer

7. CTP LLP
Suffolk House, 154 High St, Sevenoaks TN13 1XE

Contact: Michael Hoad
Telephone: +44 (0)1732 740195
E-mail: michael.hoad@ctp-llp.com

8. Freeman Beesley
Building Services Consultant
Victoria House, 125 Queens Road, Brighton

Contact: Mike Beesley
Telephone: 01273 778676
E-mail: Mike.B@freemanbeesley.com

1.2 DRAWINGS

DRAWINGS

List of drawings from which the Specification and Schedule of Works was prepared

9. Architect's drawings Theis & Khan
Existing site plan: Architect drawing site plan 101
1115-
 - 201 t3
 - 220 T5
 - 230 T5
 - 400 T2dated January 2019
10. Structural Engineer's drawing
 - CTP A5079-010 P3
11. Services Engineer's drawings:
 - 603 - E201 Proposed Ramp Lighting Plan A 25/01/19
 - 603 - E202 Proposed Ramp Lighting Sections A 25/01/19

OTHER DOCUMENTS

Other documents to which the Contractor should refer

12. Network Rail templates for :
 - Work Package Plans (WPP),
 - Construction Phase Plans and
 - Task Briefsand a presentation on how to complete WPPs

List of drawings and other documents not listed above forming part of the Contract Documents

13. General Engineering Specifications are deemed to form part of the Contract and are available for inspection upon request.

1.3 THE SITE AND EXISTING BUILDINGS

THE SITE

Site boundaries

14. The boundaries of the site are shown on Architect's drawing No. 1115-101
15. The site of Sevenoaks Community Centre is located on Crampton's Road in Sevenoaks.
16. The building works are to be undertaken within the car-park of the active community centre car-park.
17. The road serving the community centre is busy with queuing traffic.
18. The rail-side boundary of the site sits on the platform of the operational railway.
19. The Contractor is to confine his operations within the site area etc.; trespass of workmen, materials, plant, huts, etc. on land outside the site boundary, is not permissible. Refer to architect's drawing.

EXISTING BUILDINGS ON OR ADJACENT TO THE SITE

Existing buildings on or adjacent to the site

20. The community centre will be in occupation throughout the contract period and the Contractor is to organise the work to cause as little inconvenience and disruption as possible to the users.
21. The railway will remain operational throughout the Works; the contractor must liaise with SouthEastern and/or Network Rail and allow for compliance with their requirements.
22. The Contractor should note the restrictions of the site imposed by the following:
 - The need to maintain access to the platform and adjacent facilities for railway personnel and contractors, passengers, the emergency services etc. at all times.
 - The need to protect the public in the adjoining roads, pavements, platforms, rights of way etc.
 - The need to maintain clear, safe, unobstructed access for vehicles using Crampton's Road.
 - The rights of access to the areas surrounding the site.
 - The need to keep the existing railway fully operational as required by the rail operating bodies, SouthEastern, Network Rail etc. at all times.
23. Before the works commence the Contractor shall prepare a Schedule of Condition, including record photographs, of the areas adjacent to forming access to the Works. The Schedule is to record the condition of roads and paving adjacent to the site including public roads and footpaths. The Contractor must agree the Schedule with the Architect.
24. The Contractor shall prepare a further Schedule of Condition at Practical Completion; any damage caused by the execution of the Works as revealed by comparison with the two Schedules is to be remedied by the Contractor at his own expense.
25. The Contractor shall take all reasonable precautions to prevent workpeople, including those employed by any Sub-Contractor, from entering areas which are not necessary for undertaking the Works. If the Contractor wishes to erect scaffolding on, or otherwise make use of adjoining land or properties, they shall serve notices, obtain permission, clear away and make good any damage at his own expense.
26. The Contractor shall give adequate notice to the rail authorities, adjoining owners and occupiers of their intention to execute any work affecting their interest and shall afford all facilities to enable their representatives to inspect the work.

Existing station shelter

27. The adjacent shelter is of traditional lightweight construction. Alteration and refurbishment works are being undertaken to this shelter as part of the project

Existing rights of way

28. The platform and rights of way are to be kept unobstructed at all times during the Works to enable access required by the rail operating bodies, SouthEastern, Network Rail etc. and their contractors.

SURROUNDING LAND / BUILDING USES

Adjoining properties and usage

29. The site is located in a community centre car-park which is likely to impose restrictions on working hours and constraints on noise levels.

EXISTING MAINS SERVICES

Existing mains / services

30. The Contractor should note the existence of mains services and railway infrastructure near the site and must take any necessary precautions to protect and maintain these during the course of the contract.

SOILS AND GROUND WATER

Site investigation report

31. Excavation works are required as part of the Works; no soils report has been prepared.

HEALTH AND SAFETY FILE AND HAZARDS

Risks to Health and Safety

32. A Pre-Construction Information document is included as part of the tender documentation and must be taken into account by the Contractor when pricing his tender.

ACCESS TO THE SITE

Access to the site

33. Access to the station and adjoining community centre shall be maintained at all times for passengers, users, visitors, rail authorities and their contractors, and the general public.

PARKING

Car-parking arrangements

34. The adjacent car park is required for users of the community centre and may not be available for use by the Contractor.

USE OF THE SITE

Use of the Site

35. The Contractor shall not use the site for any purposes other than the execution of this Contract.

Restrictions on working area

36. The Contractor is to restrict his use of the site to as small an area as possible necessary for the carrying out of the Works.
37. Where access to areas outside of the site boundary is required to carry out the Works, this is to be agreed with the Architect and rail authorities in advance of the works.

SITE VISITS

Visiting the site

38. The Contractor should visit and inspect the area of the Works before submitting their tender. They should satisfy themselves as to accessibility, full extent and character of the site and the Works, any restrictions and the nature of the ground. Availability of vehicle parking, supplies of water, gas and electricity for temporary lighting and power and of other services required in the execution of the Works and of all local conditions and restrictions should also be checked; no claims resulting from failure to do so will be entertained.
39. The Contractor is to satisfy itself as to conditions affecting the supply of labour and materials, all local conditions and restrictions affecting the Works. If the labour position is or becomes unsatisfactory, before or during the execution of the Works, the Contractor is to augment his labour force from other areas. All payments, costs and expenses, including higher and excess rates of wages and subsistence incurred in providing and keeping an adequate and effective labour force on the Works should be included; no claims resulting from failure to do so will be entertained.

ASSET PROTECTION AGREEMENT WITH NETWORK RAIL

40. Sevenoaks Town Council, as the Client for these works, has entered into an Asset Protection Agreement with Network Rail who is the landlord for a section of the land which forms part of the tendered works. The Asset Protection Agreement includes provision for the validation of the works design to ensure all applicable railway group standards are met.
41. Once the Principal Contractor is on site, their Asset Protection team will validate the proposed methodology prior to work commencing and monitor the work during delivery to ensure compliance with the agreed methodology.
42. The Asset Protection team is in place to assist contractors and partners to ensure schemes meet the relevant standards, and the Works are delivered without exposing contractor staff, railway staff or the public to unacceptable risk.

1.4 DESCRIPTION OF THE WORKS

THE WORKS

Outline scope of works

40. The full scope of work is shown on the drawings and set out in the specification, but briefly comprises the following:

Pre-construction Design

- Developing the design of CDP elements, e.g.
 - underground drainage,
 - balustrades,
 - electrical installation.

Construction Works

- Making the site safe for the Works, including undertaking any surveys of underground services
- Provision of hoarding, protection and the like to ensure the site is secure and to ensure rail operations continue as required by Network Rail / SouthEastern
- Making safe any existing services
- Excavation, removal of spoil and construction of sub-structure.
- Retaining walls.
- Handrails and guardrails.
- Alterations to the shelter roof, roof coverings and rainwater provision
- Power supplies.
- Lighting.
- External pavings.

Generally

- Testing and commissioning the systems on completion and issuing commissioning reports.
- Carrying out any testing to comply with Building Regulations.
- Cleaning the area upon completion of the works.
- Preparing and issuing accurate 'As Built' drawings and a full set of site specific Operating and Maintenance Manuals.
- Carrying out the necessary administration associated with:

Preparing and issuing to the Principal Designer method statements and risk assessments.

Preparing and issuing site condition reports both prior to commencement and on completion of the works including photographs.

Complying with CDM regulations including the preparation of a Construction Phase Plan for approval by the Principal Designer before commencing works on site.

PREPARATORY WORKS BY OTHERS

Works to be undertaken by others before the works commence

41. None.

WORKS BY OTHERS CONCURRENT WITH THE CONTRACT

Works to be undertaken by others during the works

42. The Contractor should note that Southeastern may undertake works to the station during these Works. The Contractor is to co-ordinate their works under this contract with the work being undertaken by Southeasterns contractors and allow freedom of access, general attendance and for supplying electric power etc.

COMPLETION WORKS BY OTHERS

Works to be undertaken by others after completion of the Works

43.
 - Glazing to the shelter

1.5 THE CONTRACT CONDITIONS

FORM OF CONTRACT

Intermediate Building Contract 2016 Edition with Contractor's Design

44. The Articles of Agreement and Conditions will be those contained in the Intermediate Building Contract 2016 Edition with Contractor's Design, issued by the Joint Contracts Tribunal.
45. The prices in this Specification and Schedule of Works shall be deemed to cover the cost of complying with the clauses contained therein as set out below.
46. The Contract will be executed as a deed.
47. The clause numbers and headings and the amendments which will be made to clauses of the Recitals, Articles and Conditions are as follows:-

ARTICLES OF AGREEMENT

RECITALS

48. First recital

The Employer wishes to have the following work carried out:

Refurbishment works to the shelter and the construction of a ramp and steps adjacent to the Platform 1 of the Bat & Ball Station at Bat & Ball Road in Sevenoaks

49. Second recital

The Works include the design and construction of:

- Drainage
- Electrical services
- Balustrades and handrails

50. Third Recital

The drawings are listed in the Preliminaries section of the Specification and Schedule of Works

51. Fourth recital

The Employer has supplied to the Contractor the Specification

Reference to the Intermediate Named Sub-Contract Tender & Agreement will be deleted. No Named subcontractors are proposed.

52. Fifth recital

Pricing Option A will apply. References to the Work Schedules will be deleted. Add reference to the Specification

53. Sixth recital

54. Seventh recital

55. Eighth recital

56. Ninth recital

Amendment: Ninth recital will be deleted – an Information Release Schedule will not be provided

57. Tenth recital
references 'CDM Regulations 2015'
58. Eleventh recital
Amendment: Eleventh recital will be deleted – the Works are not divided into Sections
59. Twelfth recital
60. Thirteenth recital

ARTICLES

61. Article 1 – Contractor's obligations
62. Article 2 – Contract Sum
63. Article 3 – Architect / Contract Administrator
64. Article 4 – Quantity Surveyor
65. Article 5 – CDM Co-ordinator
66. Article 6 – Principal Contractor
67. Article 7 – Adjudication
68. Article 8 – Arbitration
69. Article 9 - Legal Proceedings

CONTRACT PARTICULARS

Part 1: General

	Clause	Subject	
70.	Fourth Recital	Employer's Requirements (<i>state reference numbers and dates or other identifiers of documents</i>)	
71.	Sixth Recital	Contractor' Proposals (<i>state reference numbers and dates or other identifiers of documents</i>)	
72.	Sixth Recital	CDP Analysis (<i>state reference numbers and dates or other identifiers of documents</i>)	
73.	Eighth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is not a "contractor" for the purposes of the CIS

74.	Tenth Recital	CDM Regulations	The project is notifiable
75.	Eleventh Recital	Description of Sections (if any) <i>(If not shown or described in the Bills of Quantities / Specification / Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown)</i>	Not applicable
76.	Twelfth Recital	Framework Agreement (if applicable) <i>(State date, title and parties)</i>	Not applicable
77.	Thirteenth Recital and Schedule 5	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph applies)</i>	
		Collaborative working	Paragraph 1 applies
		Health and safety	Paragraph 2 applies
		Cost savings and value improvements	Paragraph 3 applies
		Sustainable development and environmental considerations	Paragraph 4 applies
		Performance indicators and monitoring	Paragraph 5 applies
		Notification and negotiation of disputes	Paragraph 6 applies
		Where paragraph 6 applies, the respective nominees of the Parties are	Employer's nominee: Linda Larter
			Contractor's nominee: To be advised
			or such replacement as each Party may notify to the other from time to time
78.	Article 8	Arbitration <i>(If neither entry is</i>	Article 8 and clauses 9.3 to 9.8 <i>(Arbitration)</i> apply

		<i>deleted, Article 8 and clauses 9.3 to 9.8 will not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply)</i>	
79.	1.1	Base Date	January 2019
80.	1.1	CDM Planning Period	Shall mean the period of two weeks
81.	1.1	Date for Completion of the Works (<i>where completion by Sections does not apply</i>)	20 th May 2019
		Sections: Dates for Completion of Sections	Not applicable
82.	1.7	Addresses for service of notices etc. by the Parties (<i>if none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement</i>)	Employer: Sevenoaks Town Council Council Offices Bradbourne Vale Road Sevenoaks, Kent TN13 3QG Contractor: To Be Advised
83.	2.4	Date of Possession of the site (<i>where possession by Sections does not apply</i>)	25 th March 2019
		Sections: Dates of Possession of Sections	Not applicable
84.	2.5	Deferment of possession of the site (<i>where possession by Sections does not apply</i>)	Clause 2.5 applies Maximum period of deferment (if less than 6 weeks) is
		Sections: deferment of possession of Sections	Clause 2.5 does not apply
85.	2.23.2	Liquidated Damages (<i>where completion by Sections does not apply</i>)	At the rate of £500 per week or part thereof

		Sections: rate of liquidated damages for each Section	Not applicable
86.	2.29	Sections: Section Sums	Not applicable
87.	2.30	Rectification Period (<i>where completion by Sections does not apply</i>) (<i>If no other period is stated, the period is 6 months.</i>)	12 months from the date of practical completion of the Works
		Sections: Rectification Periods (<i>If no other period is stated, the period is 6 months</i>)	Not applicable
88.	2.34.3	Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (<i>if any</i>)	£1,000,000
89.	4.6	Advance payment (<i>Not applicable where the Employer is a Local Authority</i>)	Clause 4.6 does not apply
90.	4.6	Advance Payment Bond (<i>Not applicable where the Employer is a Local Authority</i>) (<i>Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required</i>)	An advance payment bond is not required
91.	4.7.1	Interim payments – due dates (<i>If no date is stated, the first due date is one month after the Date of Possession</i>)	The first due date is: Dates to be agreed – valuations to be monthly
92.	4.8.1	Interim payments – percentages of value Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is (<i>The</i>	95 per cent

		<i>percentage is 95 per cent unless a different rate is stated)</i>	
93.		Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is (<i>The percentage is 97.5 per cent unless a different rate is stated</i>)	97.5 per cent
94.	4.9.4	Listed Items – uniquely identified (<i>Delete the entry if no bond is required</i>)	No bond is required
95.	4.9.5	Listed items – not uniquely identified (<i>Delete the entry if clause 4.9.5 does not apply</i>)	Clause 4.9.5 does not apply
96.	4.15 and Schedule 4	Contribution, levy and tax fluctuations	Schedule 4 (Fluctuations Option) will be deleted – a firm price tender is required
		Percentage addition for Fluctuations Option, paragraph 12	Not applicable
97.	6.4.1.2	Contractor's insurance: injury to persons or property - insurance cover (<i>for any one occurrence or series of occurrences arising out of one event</i>)	£ 10,000,000
98.	6.5.1	Insurance – liability of Employer (<i>Not required unless it is stated that it may be required and the minimum amount of indemnity is stated</i>)	Insurance is not required
99.	6.7 and Schedule 1	Insurance of the Works – Insurance Options	Schedule 1: Insurance Option C applies
100.	6.7 and Schedule 1 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	Percentage to cover professional fees (<i>if no other percentage is stated, it shall be 15 per cent</i>)	15 per cent

101.	6.7 and Schedule 1 Insurance Option A (paragraph A.3)	Annual renewal date of insurance <i>(as supplied by the Contractor)</i>	Not applicable
102.	6.10 and Schedule 1	Terrorism cover – details of the required cover (<i>State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required</i>)	Pool Re Cover
103.	6.12	Joint Fire Code	The Joint Fire Code does not apply
		If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project'	Not applicable
104.	6.15	Joint Fire Code – amendments / revisions (<i>The cost shall be borne by the Contractor unless otherwise stated</i>)	Not applicable
105.	6.16	Contractor's Designed portion (CDP) Professional Indemnity Insurance	
		Level of cover (<i>if an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.</i>)	Amount of indemnity required relates to claims or series of claims arising out of one event
		<i>(if no amount is stated, insurance under clause 6.16 shall not be required)</i>	and is £5,000,000
		Cover for pollution and contamination claims (<i>If no amount</i>	is not required

		<i>is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	
		Expiry of required period of CDP Professional Indemnity Insurance is <i>(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)</i>	12 years
106.	8.9.2	Period of suspension <i>(If none is stated, the period is 2 months)</i>	2 months
107.	8.11.1.1 to 8.11.1.5	Period of suspension <i>(If none is stated, the period is 2 months)</i>	2 months
108.	9.2.1	Adjudication Nominating body – where no Adjudicator is named or where the named adjudicator is unwilling or unable to act (whenever that is established) <i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication)</i>	The Adjudicator is to be agreed
109.	9.4.1	Arbitration - appointor of Arbitrator (and of any replacement) <i>(if no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects)</i>	President or a Vice-President: Royal Institution of Chartered Surveyors

Part 2: Collateral Warranties

110.		If collateral warranties are required from the Contractor, complete the particulars in (A) to (D) below:	Collateral warranties are not required	
		Collateral Warranties will be required from all Sub-Contractors undertaking element of design		
111.		(E) If warranties are required from sub-contractors, complete the particulars below:		
		Sub-contractors from whom Warranties may be required	Type(s) of warranty (SCWa/P&T, SCWa/F, SCWa/E) required from each sub-contractor	Levels of Professional Indemnity insurance required (if applicable)
112.	Clauses 3.5 and 3.6 of the Conditions	Drainage Installations	SCWa/E	£1,000,000

CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

Definitions

113. 1.1 Definitions

Interpretation

114. 1.2 Reference to clauses etc.
115. 1.3 Agreement etc. to be read as a whole
116. 1.4 Headings, references to persons, legislation etc.
117. 1.5 Reckoning periods of days
118. 1.6 Contracts (Rights of Third Parties) Act 1999
119. 1.7 Notices and other communications
120. 1.8 Issue of Architect / Contract Administrator's certificates
121. 1.9 Effect of Final Certificate
122. 1.10 Effect of certificates other than Final Certificate
123. 1.11 Applicable law

SECTION 2: CARRYING OUT THE WORKS

Contractor's Obligations

124. 2.1 General obligations
125. 2.2 Materials, goods and workmanship
126. 2.3 Fees and charges

Possession

127. 2.4 Date of Possession – progress
128. 2.5 Deferment of possession
129. 2.6 Early use by Employer
130. 2.7 Work not forming part of the Contract

Supply of Documents, Setting Out etc.

131. 2.8 Contract Documents
132. 2.9 Levels and setting out of the Works
133. 2.10 Construction information
134. 2.11 Further drawings, details and instructions

Errors, Inconsistencies and Divergences

- 135. 2.12 Bills of Quantities
- 136. 2.13 Instructions on errors, omissions and inconsistencies
- 137. 2.14 Instructions – additions to Contract Sum, exceptions
- 138. 2.15 Divergences from Statutory Requirements
- 139. 2.16 Emergency compliance with Statutory Requirements

Unfixed Materials and Goods – property, risk etc.

- 140. 2.17 Materials and goods – on site
- 141. 2.18 Materials and goods –off site

Adjustment of Completion Date

- 142. 2.19 Notice of delay – extensions
- 143. 2.20 Relevant Events

Practical Completion, Lateness and Liquidated Damages

- 144. 2.21 Practical completion and certificates
- 145. 2.22 Certificate of non-completion
- 146. 2.23 Liquidated damages for non-completion
- 147. 2.24 Repayment of liquidated damages

Partial Possession by Employer

- 148. 2.25 Contractor's consent
- 149. 2.26 Practical completion date
- 150. 2.27 Defects etc. – Relevant Part
- 151. 2.28 Insurance – Relevant Part
- 152. 2.29 Liquidated damages – Relevant Part

Defects

- 153. 2.30 Rectification
- 154. 2.31 Certificate of making good

CDP Design work

- 155. 2.32 As-built drawings
- 156. 2.33 Copyright and use
- 157. 2.34 Design liabilities and limitation

SECTION 3: CONTROL OF THE WORKS

Access and Representatives

- 158. 3.1 Access for Architect / Contract Administrator
- 159. 3.2 Person-in-charge
- 160. 3.3 Clerk of works
- 161. 3.4 Replacement of Architect / Contract Administrator or Quantity Surveyor

Sub-Contracting

- 162. 3.5 Consent to sub-contracting
- 163. 3.6 Conditions of sub-contracting
- 164. 3.7 Named Sub-Contractors

Architect / Contract Administrator's Instructions

- 165. 3.8 Compliance with instructions
- 166. 3.9 Non-compliance with instructions
- 167. 3.10 Provisions empowering instructions
- 168. 3.11 Instructions requiring Variations
- 169. 3.12 Postponement of work
- 170. 3.13 Instructions on Provisional Sums
- 171. 3.14 Inspections – tests
- 172. 3.15 Work not in accordance with the Contract
- 173. 3.16 Instructions as to removal of work etc.
- 174. 3.17 Exclusion of persons from the Works

CDM Regulations

- 175. 3.18 Undertakings to comply
- 176. Amendment: Replace all references to 'CDM Co-ordinator' with 'Principal Designer'
- 177. 3.19 Appointment of successors
- 178. Amendment: Replace reference to 'CDM Co-ordinator' with 'Principal Designer'

SECTION 4: PAYMENT

Contract Sum and Adjustment

- 179. 4.1 Work included in Contract Sum
- 180. 4.2 Adjustment only under the Conditions
- 181. 4.3 Adjustment of Contract Sum

Payments, Certificates and Notices

182. 4.4 VAT

Note: The payment and recovery of Value Added Tax is to be the entire responsibility of the Contractor who will be deemed to have included in his tender for all incidental costs and expenses which he may incur thereby.

183. 4.5 Construction Industry Scheme (CIS)

184. 4.6 Advance payment

185. 4.7 Interim payments – due dates and certificates

186. 4.8 Interim payments – amounts due

187. 4.9 Off-site materials and goods

Amendment: Delete entire clause – no payments will be made for off-site materials and goods

188. 4.10 Contractor's Interim Applications and Payment Notices

189. 4.11 Interim payments – final date and amount

190. 4.12 Pay Less Notices and general provisions

191. 4.13 Contractor's right of suspension

192. 4.14 Final Certificate and final payment

Fluctuations

193. 4.15 Contribution, levy and tax fluctuations

Amendment: Delete entire clause – a firm price tender is required

194. 4.16 Fluctuations – Named Sub-Contractors

Amendment: Delete entire clause – a firm price tender is required

Loss and Expense

195. 4.17 Disturbance of regular progress

196. 4.18 Relevant Matters

197. 4.19 Reservation of Contractor's rights and remedies

SECTION 5: VARIATIONS

General

198. 5.1 Definition of Variations

199. 5.2 Valuation of Variations and provisional sum work

The Valuation Rules

200. 5.3 Measurable Work

- 201. 5.4 Daywork
- 202. 5.5 Change of conditions for other work
- 203. 5.6 Additional provisions
- 204. 5.7 Contractor's Designed Portion - Valuation

SECTION 6: INJURY, DAMAGE AND INSURANCE

Injury to Persons and Property

- 205. 6.1 Liability of Contractor – personal injury or death
- 206. 6.2 Liability of Contractor – injury or damage to property
- 207. 6.3 Injury or damage to property – Works and Site Materials excluded

Insurance against Personal Injury and Property Damage

- 208. 6.4 Contractor's insurance of his liability
- 209. 6.5 Contractor's insurance of liability of Employer
- 210. 6.6 Excepted Risks

Insurance of the Works

- 211. 6.7 Insurance Options
- 212. 6.8 Related definitions
- 213. 6.9 Sub-contractors – Specified Perils cover under Joint Names All Risks Policies
- 214. 6.10 Terrorism Cover – policy extensions and premiums
- 215. 6.11 Terrorism Cover – non-availability – Employer's options

Joint Fire Code – compliance

- 216. 6.12 Application of clauses
- 217. 6.13 Compliance with joint Fire Code
- 218. 6.14 Breach of Joint Fire Code – Remedial Measures
- 219. 6.15 Joint Fire Code – amendments / revisions

CDP Professional Indemnity Insurance

- 6.16 Obligation to insure
- 6.17 Increased cost and non-availability

SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES

Assignment

- 220. 7.1 Assignment

Collateral Warranties

- 221. 7.2 Notices
- 222. 7.3 Execution of Collateral Warranties
- 223. 7.4 Contractor's Warranties – Purchasers and Tenants
- 224. 7.5 Contractor's Warranty – Funder
- 225. 7.6 Sub-Contractor's Warranties

SECTION 8: TERMINATION

General

- 226. 8.1 Meaning of insolvency
- 227. 8.2 Notices under section 8
- 228. 8.3 Other rights, reinstatement

Termination by Employer

- 229. 8.4 Default by Contractor
- 230. 8.5 Insolvency of Contractor
- 231. 8.6 Corruption
- 232. 8.7 Consequences of termination under clauses 8.4 to 8.6
- 233. 8.8 Employer's decision not to complete the Works

Termination by Contractor

- 234. 8.9 Default by Employer
- 235. 8.10 Insolvency of Employer

Termination by either Party

- 236. 8.11 Termination by either Party

Consequences of Termination under clauses 8.9 to 8.11 etc.

- 237. 8.12 Consequences of Termination under clauses 8.9 to 8.11 etc.

SECTION 9: SETTLEMENT OF DISPUTES

Mediation

- 238. 9.1 Mediation

Adjudication

- 239. 9.2 Adjudication

Arbitration

- 240. 9.3 Conduct of arbitration

- | | | |
|------|---|------------------------------------|
| 241. | 9.4 | Notice of reference to arbitration |
| 242. | 9.5 | Powers of Arbitrator |
| 243. | 9.6 | Effect of award |
| 244. | 9.7 | Appeal – questions of law |
| 245. | 9.8 | Arbitration Act 1996 |
| | SCHEDULES | |
| 246. | Schedule 1: Insurance Options | |
| | Part 1: Insurance Option A (New Buildings – All Risks Insurance of the Works by the Contractor) | |
| | Part 2: Insurance Option B (New Buildings – All Risks Insurance of the Works by the Employer) | |
| | Part 3: Insurance Option C (Insurance by the Employer of Existing Structures and Works in or Extensions to them) | |
| 247. | Schedule 2: Named Sub-Contractors | |
| 248. | Schedule 3: Forms of Bonds | |
| | Part 1: Advance Payment Bond | |
| | Part 2: Bond in respect of payment for off-site materials and/or goods | |
| 249. | Schedule 4: Fluctuations Options – Contribution, levy and tax fluctuations | |
| 250. | Schedule 5: Supplemental Provisions | |
| | <u>Parent Company Guarantee</u> | |
| 251. | Where the Contractor is a subsidiary company, the Contractor will be required to provide the Employer with a Parent Company Guarantee from the ultimate holding company in the form set out in APPENDIX F | |

1.6 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

Confirmation of verbal instructions

252. The Contractor is to keep on site a record of all verbal instructions and send copies to the Architect and the Quantity Surveyor within seven days of their issue.

Alternative design / construction proposals

253. If the Contractor wishes to present alternative design construction proposals for any aspect of the work, they must be submitted to the Consultants in sufficient time to enable due consideration to be given to such proposals.
254. The Contractor will be required to reimburse the Consultants their costs in considering any proposals, whether or not these are implemented

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

Copies of documents

255. In addition to the Contract Documents, the Architect will provide the successful Contractor with drawings and other documentation in an agreed electronic format before commencement of the Works. The Architect will provide revised drawings in the same way, as variations occur; printing and duplication of additional copies will be at the Contractor's cost.

Dimensions

256. Scaled dimensions and dimensions provided on drawings are to be checked with site dimensions and any discrepancies confirmed with the Architect before construction commences.

Confidentiality

257. The Employer will require the Contractor to sign, and to ensure that all his Sub-Contractors sign, a Confidentiality Agreement provided by the Employer.
258. The Contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have either been disclosed by the Employer or obtained by other means. Disclosure of all such confidential material shall be restricted to that which is necessary for discharging the Contractor's obligations under the contract.
259. All materials, equipment, tools, copyright, rights in design and any other Intellectual Property Rights in all drawings, specification and data supplied by the Employer to the Contractor shall at all times be and remain the exclusive property of the Employer and shall be held by the Contractor in safe custody at his risk and maintained and kept in good condition until returned to the Employer and shall not be disposed of or used other than in accordance with the Employer's written instructions. All such copies and material are to be immediately returned to the Employer on written request.
260. In the event that the contract is determined for any reason, the Contractor shall immediately deliver all material and copies of information and data provided by the Employer and certify that he has not retained any copies of such material or information.

DOCUMENTS PROVIDED BY THE CONTRACTOR, SUB-CONTRACTORS AND SUPPLIERS

Design information by specialist Sub-Contractors / suppliers

261. Sub-Contractors / suppliers for the following specialist works are required to provide design / co-ordination / fabrication / installation / builder's work drawings, design calculations, specifications and other information as appropriate during the course of the Contract:
- Drainage Installations
 - Handrails and balustrades
 - Electrical infrastructure
262. The Contractor shall take appropriate action to obtain all information necessary for the Works from Sub-Contractors / suppliers in time to meet his programme. The Contractor shall thoroughly check that dimensions are correct, construction is practicable and the work of his Sub-Contractors / suppliers can be properly co-ordinated. The Architect will provide a reproducible drawing on which the Contractor shall mark and identify the builders work requirements of his Sub-Contractors / suppliers and for submission to the Architect for review.
263. The Contractor will be responsible for co-ordinating the transfer of design information between the specialist Sub-Contractors / suppliers and the Architect. This co-ordination comprises:
- Issuing Sub-Contractors / suppliers with copies of all relevant drawings, including up-dating as necessary to incorporate amendments.
 - Obtaining shop and installation drawings from Sub-Contractors / suppliers to meet the programme and thoroughly checking that dimensions are correct and proposals are in accordance with the Architect's specification.
 - Forwarding copies of the specialist Sub-Contractors' / suppliers' drawings to the Architect for review and comment.
 - Re-issuing drawings to both the specialist Sub-Contractors / suppliers and Architect until such time as the Architect has no further comments.
 - Issuing Sub-Contractors / suppliers with the final copy of all drawings.
264. The Contractor will submit these drawings to the Architect for review of design intent only and such review will not relieve the Contractor of his obligation to ensure specification compliance.
265. The Architect's review will be in the following terms:
- No Comment - Construction may proceed.
 - Comment - Construction may proceed, incorporating Architect's comments.
 - Re-submit - Construction may not proceed; re-submit as drawings do not comply.

Production information by specialist Sub-Contractors / suppliers

266. The Contractor shall take appropriate action to obtain shop and installation drawings from his Sub-Contractors / suppliers to meet his programme. He shall thoroughly check the drawings to ensure that dimensions are correct and that the proposals are in accordance with the Architect's specification.

As-built / as-installed drawings and information

267. The Contractor shall provide "as built" record drawings for external works, indicating the exact routes and positions of drainage runs, service mains, ducts, etc.
268. Throughout the duration of the project, the Contractor shall keep record drawings noting obstructions encountered in the ground, soft spots, existing services and the like. Additionally, he is to maintain a record as work progresses of any changes to detailing agreed with the Architect by over-marking a copy

of the relevant drawing.

269. The Architect will provide all computer generated construction drawings in an agreed electronic format, to assist the Contractor in producing his record drawings.

Maintenance instructions and guarantees

270. Refer to section 1.12 (O&M Manuals)

Documents required before practical completion

271. In order for Practical Completion of the Works to be achieved, receipt of documentary evidence that all of the following have been completed will be required in addition to acceptance that the Works have been completed to the satisfaction of the Architect:

- Design warranties
- Test certificates
- Warranties
- Record drawings
- Operating and Maintenance Manuals (in an acceptable draft format)

DOCUMENT AND DATA INTERCHANGE

Electronic Data Interchange (EDI)

272. Communications between the parties will generally be by e-mail using the following software:

- MS Excel 2007
- MS Word 2007
- MS Project 2007
- PDF files
- DWG files

Data protection

273. The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other data protection legislation and shall not do anything which shall put the Employer in breach of any such legislation. In particular, when acting as a data processor on behalf of the Employer, the Contractor shall comply with the obligations placed on the data controller by the seventh data protection principle ("**the Seventh Principle**") set out in the 1998 Act, namely:

- 10.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the data controller by the Seventh Principle.
- 10.1.2 only to process Personal Data for and on behalf of the data controller in accordance with the instructions of the data controller and for the purpose of provision of the Services and to ensure the data controller's compliance with the 1998 Act.
- 10.1.3 to allow the data controller to audit the data processor's compliance with the requirements of this clause on reasonable notice and/or at the data controller's reasonable request to provide the data controller with evidence of its compliance with the obligations set out in this clause 10.
- 10.1.4 the Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes providing the other with reasonable assistance in complying with subject access requests served under Section 7 of the 1998 Act and consulting with the other prior to the disclosure of any personal data in connection with the conduct or performance of the Services in relation to such requests.

1.7 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS

EMPLOYER'S REQUIREMENTS - GENERALLY

Supervision

274. The Contractor shall provide for all on and off site management and supervisory costs and charges, including the cost of a competent Person-in-Charge and Surveyor.
275. The Person-in-Charge shall be responsible for the general on-site management of the project; his responsibilities shall include the following:
- Ensuring proper progress of the works to meet the Employer's critical dates
 - Programming the works and co-ordinating Sub-Contractors to meet the completion date including liaising with Sub-Contractors and amending the sequence of the works to accommodate variations.
 - Attending site meetings and keeping the Employer regularly advised on the progress of the works including informing him of any potential delays and their impact on the critical dates.
 - Liaising with and organising Sub-Contractors directly employed by the Employer.
 - Ensuring that all site operatives undergo a site safety induction and are made fully aware of any site hazards.
 - Checking that the works are constructed in accordance with the specifications and generally to a high standard.
 - Preparing all necessary risk assessments and method statements and ensuring that the works are constructed in full compliance with the relevant health and safety regulations.
 - Making sure that all site operatives are provided with the necessary personal protective equipment and that it is worn at all times when required.
 - Ensuring that the site is kept clean and tidy and provides a safe working environment for all personnel at all times.
 - Organising the works to avoid unnecessary disturbance to the adjoining occupants and to allow the Employer's business operations to remain fully operational.
 - Maintaining the security of the site and the surrounding premises at all times.
276. The Contractor's surveyor shall be responsible for the procurement and general site administration of the project; his responsibilities shall include the following:
- Arranging for the completion of design warranties in favour of the Employer from relevant Sub-Contractors (where applicable).
 - Keeping the Employer regularly informed of any changes likely to increase the final cost of the project.
 - Preparing budgets and valuations of proposed variations for approval within one week of receiving a request.
 - Instructing Sub-Contractors with regard to variations and agreeing the associated costs.
 - Preparing breakdowns of costs arising from variations for agreement with the Employer's Quantity Surveyor for incorporation into the final account.
277. The Contractor's tender shall make full allowance for supervisory staff to provide the above services for the full scope of works including the expenditure of provisional sums and the contingency allowance; no additional costs will be accepted for supervisory staff within variation costs.

278. In the event that the Architect / Contract Administrator is dissatisfied with any of the supervisory staff and requires any one of them to be removed from the works, he shall give notice in writing to the Contractor, who shall within 24 hours remove the relevant person from the works and within one day substitute another, to the Architect's / Contract Administrator's approval, in his place.

Works by Statutory Undertakings

279. The Contractor shall employ Statutory Undertakings as domestic Sub-Contractors for carrying out services diversions and providing new incoming mains and connections and take full responsibility for their activities. In particular, the programming and co-ordination of their works. New utilities supplies are required for gas, water, electricity and telecoms/broadband.
280. The Contractor shall maintain an accurate record of labour, plant and materials used by any Local Authority or Statutory Undertaking in the course of works carried out within this Contract.
281. Payments to Local Authorities and Statutory Undertakings are usually required to be made in advance of work execution. The Contractor must immediately comply with the terms and conditions of their estimates when the Architect instructs such prior payment. The amount of such payment will be included in the interim certificate following such payment.
282. The Contractor is to include for loss of interest, etc., on such amounts. This is for the period between the date of payment to the Local Authority or Statutory Undertaking and the receipt of the Employer's payment of the amount of the certificate that includes such payment.
283. The Contractor should note that payments to Local Authorities and Statutory Undertakings are nett and that no deduction of discount will be allowed, nor will any allowance for such loss of discount be added to their payments. The Contractor is to allow in his adjustment for profit on Prime Cost Sums for such loss of discount

Considerate Contractors' Scheme

284. The Contractor shall register the site and pay the appropriate fee for the Considerate Contractors Scheme.
285. The Contractor shall comply with the Scheme's Code of Practice.

Proofs of insurance

286. Before commencement of the work on site, the Contractor is to produce a letter in clear terms from his insurance company or broker to confirm cover in accordance with the terms of the Contract. In case of the Contractor's failure to satisfy the Architect that he is properly insured the Employer may operate the remedies provided by the terms of the Contract.

Professional Indemnity

287. The Contractor will be responsible for the design of certain parts of Works and will be required to provide documentary evidence to the Architect that he has the necessary professional indemnity in place.

Construction Industry Scheme (CIS)

288. The Contractor shall register with HM Inland Revenue and satisfy the Employer before signing the Contract that the appropriate registration is in place to comply with the terms of the Construction Industry Scheme; failure to register will result in the Employer making tax deductions from payments to the Contractor.

Inductions

289. Prior to commencing work on site, the Contractor shall arrange for all employees, operatives, sub-consultants and Sub-Contractors to be inducted through the Contractor's own site safety procedures.

Subcontracts

290. The Contractor is to place all subcontracts using the current forms of subcontract issued by the Joint Contracts Tribunal for the Standard form of Building Contract.

Climatic conditions

291. The Contractor shall keep an accurate record of the number of hours per day in which adverse weather prevents progress on site.

Ownership of materials / products arising from the Works

292. All materials arising from the Works will become the property of the Contractor and removed from site. The Contractor is at liberty to sell any salvaged materials with a corresponding credit included within the Demolitions / Alterations section where indicated.

PROGRAMME / PROGRESS

Programme

293. Before commencement of the Works, the Contractor shall prepare and submit to the Architect for approval a programme incorporating all Sub-Contractors' work. The Contractor shall update this programme, as required by the Architect but at a minimum of monthly intervals, to take account of variations occurring.
294. The master programme for the Works shall include, but not be limited to, periods for the works listed below:
- Period for design development of the CDP sections.
 - Dates for placing orders for long lead-in items.
 - Mobilisation period.
 - Periods for works of the principal activities.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
 - Testing and commissioning.
 - The completion date.
295. The Contractor shall make reasonable allowance in the master programme for the time taken in completing such design information, checking, and inspection by the Architect, and any subsequent amendment, resubmission and re-inspection when preparing the master programme.
296. The Contractor shall allow fifteen working days, from receipt by the Architect, for the review of each submission.
297. Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude the items of work from his programme and confirm this when submitting the programme.
298. The Contractor is to note on the master programme any critical dates:
299. The Contractor is to note on the master programme the dates on which the Employer will be able to install the items of direct works:
300. The submission of programmes and returns shall not affect the Contractor's obligation to apply in writing for information and otherwise to apply and to give notices in accordance with the Conditions of Contract.
301. Before commencement of the Works the Contractor shall submit to the Architect for approval an information procurement schedule. The schedule should show the latest dates by which information is required from the Consultants in order to comply with his programme.

Revised programme and cash-flow forecast

302. The programme and associated cash-flow forecast is to be re-issued by the Contractor whenever there is

a significant revision to the order of carrying out the Works or a change to the completion date.

Monitoring progress

303. Progress against the programme is to be reviewed at least once a month in order to monitor the validity of the completion date and the findings reported to the Architect.

Notification of compensation events

304. Upon it becoming reasonably apparent that a delay to the programme has caused / will cause a delay to the overall completion date, the Contractor is to immediately advise the Architect of the occurrence together with its programme and financial implications and any proposed mitigating measures.

Project progress meetings

305. The Architect will hold regular two weekly site meetings to review progress and other matters arising from the administration of the Contract. The Contractor shall attend all meetings and inform Sub-Contractors and suppliers when their presence is required. Meetings will be held in Sevenoaks Community Centre which will be arranged by the Client.

Contractor's progress report

306. The Contractor shall report weekly to the Architect, the number of operatives in each trade employed on the Works (including those of all Sub-Contractors). The number, type and capacity of all mechanical and power-operated plant employed on the Works on each day of that week shall also be required.
307. The Contractor will be required to issue progress reports and programmes at each site meeting which will identify any significant issues likely to affect progress, quality, cost or business operations. Progress reports shall include the following:
- Progress report comparing actual progress against the planned progress in both a tabular format and a bar line programme.
 - A statement on the anticipated completion date, the reasons for any changes to the original programme and proposed measures to be undertaken to recover any delays.
 - A statement regarding the resourcing of labour, materials and plant.
 - Confirmation of instructions received to date.
 - A schedule of information required from the Employer.
 - Details of forthcoming works likely to affect the Employer's business operations.
 - Details of any accidents or incidents relating to health & safety.

Contractor's site meetings

308. The Contractor is to hold meetings with appropriate Sub-Contractors before main site meetings to facilitate accurate reporting of progress. The Contractor is to advise the Architect, 24 hours in advance, which Sub-Contractors are to attend, in order that the Architect has the opportunity to attend.
309. The Contractor will also be expected to hold an informal weekly liaison meeting to review the activities planned for the coming week and address any site issues arising from the works.

Progress photographs

310. Progress photographs are not required, but the Contractor may be required to take photographs to provide documentary evidence of works carried out. It should be noted that all such photographs will remain the property of the Employer and are not to be published for any other use without the prior written permission of the Employer.

Extensions of time

311. Upon it becoming reasonably apparent that a delay to the completion date is likely to occur, the Contractor is to advise the Architect of the delay, the reasons for the delay and any proposed mitigating measures which may be taken.
312. In the event that no suitable corrective action can be found to overcome the delay, the Contractor is to submit his claim for an extension of time, together with any costs to which he considers he may be entitled, in accordance with the Contract.

COST CONTROL

Proposed instructions

313. Where the Employer is considering a variation to the Works, and requires cost advice in order to finalise his decision, the Contractor is to assist the Quantity Surveyor in providing this information by providing Sub-Contractor costs and programme implications.
314. Following the issue of an instruction by the Architect, the Contractor is to provide costs to the Quantity Surveyor with supporting back-up information within one week of the instruction being given. Where the nature of the variation is such that it is not possible to provide the detailed information within this time, a detailed estimate of costs is to be provided in order that on-account payments may be included within interim applications, where applicable.

Measurement of covered work

315. The Contractor shall take photographs of any work requiring measurement which needs to be covered up and issue these to the Quantity Surveyor. It should be noted that all such photographs will remain the property of the Employer and are not to be published for any other use without the prior written permission of the Employer.

Interim applications, valuations and payments

316. Interim applications will be carried out on a monthly basis for the duration of the on-site period. The application is to be submitted by the Contractor to the Quantity Surveyor in advance by claiming percentages against the individual sections of the tender breakdown, together with claims for any variations that have occurred and an allowance for materials on site; claims for materials off site will not be included within the applications.
317. The Contractor shall, at the time of each valuation, disclose to the Quantity Surveyor which of the unfixed materials and goods on site are free from, and which are subject to, any reservations of title inconsistent with passing of property, together with their respective value.
318. The Contractor's applications for payment are to be submitted by e-mail to the Client and Quantity Surveyor.
319. In the event that a purchase order is issued to the Contractor, his invoice is to include the Employer's purchase order reference, without which payment will not be made.

Payment for products stored off-site

320. It is not the Employer's intention to make on-account payments for materials stored off-site.

1.8 EMPLOYER'S REQUIREMENTS: QUALITY STANDARDS AND QUALITY CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

Incomplete information

321. Where the information provided regarding any product to be included within the Works or the level of workmanship required is insufficient to allow the Contractor to carry out the works, he is to raise the matter with the Architect to seek clarification of the requirements.

Registration of operatives

322. All labour used on site is to be officially registered to work in the UK.

Anti-discrimination

323. The Contractor shall not unlawfully discriminate, within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) and he shall comply with the Employer's policies and procedures to prevent unlawful discrimination.
324. The Contractor warrants his practices and procedures comply with legislation to prevent unlawful discrimination and that his employees are fully trained on matters relating to the prevention of unlawful discrimination.
325. The Contractor shall provide information as required by the Employer in relation to compliance with anti discrimination and will co-operate with any investigation by the Employer or a body empowered to carry out such investigations under the relevant legislation.
326. Where any investigation is conducted or proceedings are brought arising directly or indirectly from the Contractor's acts or omissions which results in a finding, the Contractor shall indemnify the Employer with respect to all costs, charges and expenses (including legal and administrative expenses) incurred during or in connection with any such investigation or proceedings and further indemnify the Employer for any compensation, damages, costs or other award that he may be required to pay to a third party.

Quality Plan / company policies

327. The Contractor is to provide to the Architect, before commencement of the Works, a Quality Plan detailing his Company Quality Policy, together with project specific quality control and audit procedures.

Materials and workmanship

328. Except where otherwise stated or contradicted, materials are to be of the best quality consistent with the character of the works and compliant with British or European Standards or Codes of Practice. Where the Contractor is responsible for selecting materials, they shall be in accordance with the guidelines contained in the current edition of Good Practice in Selection of Construction Materials published by Ove Arup.
329. All products are to be stored, handled and installed in accordance with the manufacturer's instructions.
330. Workmanship is to comply with current British or European Standards or Codes of Practice and be of a high standard, particularly with regard to the accuracy of dimensions, lines, planes, levels and the quality of surface finishings.
331. All operatives shall be trained and experienced in the scope of works which they are undertaking.

Proprietary materials

332. Branded materials are to be handled, stored, used and processed strictly in accordance with the manufacturer's instructions and recommendations. Such materials are to be obtained direct from the manufacturer or through its accredited distributors.

Hazardous materials

333. Hazardous materials are not to be used; if the Contractor should form the opinion that compliance with the specification would involve the use of any such materials, he is to advise the Architect accordingly and await further instructions.

SAMPLES / APPROVALS

Samples

334. The Contractor shall provide samples of the following materials to submit to the architect for approval:
- Brickwork (1m²) showing both types of brick in the correct bond two mortar colours for approval and any other materials offered as an alternative to that specified

SUPERVISION / INSPECTION / DEFECTIVE WORK

Overtime working

335. When the Contractor requires to work outside of the normal working hours, he is to give 24 hours notice to the Architect / Employer.
336. The cost of working of any overtime (other than that specifically ordered in writing by the Architect) necessary to comply with the foregoing, will be borne by the Contractor.

WORK AT OR AFTER COMPLETION

Cleaning

337. The Contractor shall provide for cleaning the works on completion to the satisfaction of the Architect, including the removal of stains, touching up paint and polished work and leaving the whole of the Works ready for occupation.

Making good / rectification of defects

338. The Contractor is to carry out his own inspection of the Works before offering them to the Architect for snagging.
339. The Architect will issue snagging sheets itemising any defects in the Works which need rectification and the Contractor is to attend to these items in a diligent manner in order that disruption to the Employer following occupation is kept to a minimum.

1.9 EMPLOYER'S REQUIREMENTS: SECURITY, SAFETY AND PROTECTION

SECURITY / HEALTH AND SAFETY

Pre-construction information

340. The Contractor is required to submit with his tender his company policy and procedures, together with his proposals and available resources for complying with Health and Safety matters. Proposals should include a response to specific matters identified in the Pre-Construction Information document and this will form part of the tender evaluation when assessing a Contractor's competence to undertake the project.

Health and Safety Legislation

341. The Contractor will be appointed as the "Principal Contractor" in accordance with the Construction (Design and Management) Regulations 2015.
342. The Contractor shall comply with all statutory requirements relating to construction, safety, health and welfare regulations and use products, methods of work and protective measures which minimise health and safety hazards.

Execution hazards

343. The Contractor shall inform the Architect / Principal Designer in advance, of all safety precautions and procedures, including those, which will require the compliance of the Employer or his representatives when visiting the site.
344. Risk assessments and method statements are to be provided by the Contractor for all works likely to involve risk to personnel, the environment or business operations. Risk assessments are to be submitted to the Principal Designer and Employer a minimum of 10 days prior to the works being carried out.
345. The Contractor shall comply with the Employer's specific health and safety regulations, details of which are set out in the Pre-Construction Information document.
346. The Contractor shall carry out site safety audits at a maximum of 4 weekly intervals and submit the findings to the Principal Designer. All reportable injuries, fires, accidents or near misses are to be reported to the Employer and Principal Designer immediately.
347. The consumption of alcohol on the sites is prohibited. The Contractor shall ensure that no such substances are brought onto sites by any of his personnel or Sub-Contractors' operatives.
348. The Contractor shall allow for undertaking a CAT scan of the areas to be excavated prior to commencing excavation works.

Construction phase health and safety plan

349. The Contractor shall submit his Construction Phase Plan including all necessary risk assessments and method statements to the Principal Designer at least one week prior to commencement on site. This is to be continually updated as the project proceeds.

Security

350. The Contractor shall maintain the security of the railway at all times to the satisfaction of the Architect and he shall immediately comply with any instruction issued to him in this respect.
351. The Contractor shall be responsible for and decide for itself what security arrangements should be made along all boundaries of the site and make due allowance in his tender.
352. All of the Contractor's personnel will be required to book in / out with the site register on entering and leaving the site.
353. All operatives will be required to wear identity badges which the Contractor shall provide.

354. Any person found in an area of the site for which they have not been given prior permission to visit will be requested to leave the premises. The Contractor should note that the station is used and frequented by many school children at certain times of the day and arrange the management of the Works with this in mind.

Temporary fencing, hoarding, screens, fans, planked foot ways, guard rails, gantries and similar items

355. The Contractor shall provide and maintain all temporary fencing, gantries, pavement/platform diversions guard rails, hoarding and lockable gates to enclose the site adjacent to the platform and adequately protect the public from the Works. Alter, shift and adapt from time to time as necessary and clear away on completion and pay all costs and charges in connection therewith. All hoarding designs and alterations, and any associated enabling works, should be agreed with the relevant railway authorities, planning authorities and Council as required.

Protection of persons

356. The Contractor shall ensure the safety and protection of all persons having rightful access to the site and adjacent areas where he may be working. Particular care and attention should be given to the rail passengers.
357. The Contractor shall provide all necessary temporary screens / hoarding deemed necessary for the proper protection of the users of the station and surrounding site and all personnel working on the site or which have rightful access to the site and adjacent areas; alter, shift and adapt as necessary and remove from site on completion.
358. The Contractor is to provide all necessary temporary signs, notices and diversions around the site area to maintain access for personnel and to ensure that means of escape are fully maintained at all times. In particular railway signs must be maintained and only moved after agreement with railway authorities.

Emergency contacts

359. The Contractor is to provide the Employer with telephone numbers to allow the Contractor to be contacted in the event of an emergency outside of normal working hours.

PROTECTION AGAINST

Noise control

360. Therefore, the Contractor must allow for breaks in continuity of noisy work, if required by the Employer.
361. The Contractor shall fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles, and shall comply with statutory requirements relating to the control of noise levels on site. The Contractor should note the rights of action that exist under current legislation and he is to allow for any measures, including stoppage of the Works, which may necessitate as a result of action by any authority.
362. The use of radios (excluding walkie-talkies required for the carrying out of the Works) or other audio equipment on site will not be permitted.
363. All works liable to cause offence by way of noise or other pollution shall be carried out outside of normal office working hours. The Contractor will organise such works to cause the minimum inconvenience to occupiers of the building and adjacent buildings.

Pollution control

364. The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes to the public, passenger or safe operation of the railway.

Control and disposal of water from excavations

365. The Contractor is to agree with the railway authorities, the Local Authority and any other relevant body, the method and rate of disposal of water from excavations, any necessary filtration, etc. and shall bear all costs and charges in connection therewith.

Fire prevention

366. The Contractor is to ensure that hot welding in concealed locations is completed at least one hour before finishing works on site each day and that the areas are checked before leaving site reduce risk of fires.

Smoking on site

367. The site is a "no smoking area"; the Contractor shall ensure that his operatives and all Sub-Contractors restrict smoking to designated areas.

Burning on site

368. The burning of rubbish on site will not be permitted.

PROTECTION

Maintaining live services

369. The Contractor shall protect, uphold, temporarily divert and maintain all pipes, ducts, drains, sewers, service mains, and the like during the execution of the Works to both the Employer's building and the adjoining buildings. The Contractor is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith. The Contractor must obtain approval to interrupt services at least two weeks in advance.

370. Services are required to be maintained to other areas of the station site at all times and only temporarily shut down where prior written authorisation has been obtained from all relevant parties.

Roads and footpaths

371. The Contractor is to ensure that the Crampton's Road, passenger access and platform especially are protected from construction traffic during the Works and he is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith.

Maintaining public and private roads

372. The Contractor shall maintain public and private roads, footpaths, kerbs and the like, and keep the approaches to the site free from excavated materials, mud and debris. The Contractor is to make good any damage due to any cause within his control and bear any costs and charges in connection therewith.

373. The Contractor is to sweep and wash the public roads, platform and paths affected by the Works.

Protection of the Works

374. The Contractor shall allow for temporary casings, coverings and protection of work including removing all temporary protection upon completion of the Works.

1.10 EMPLOYER'S REQUIREMENTS: SPECIFIC LIMITATIONS ON METHOD, SEQUENCE AND TIMING

GENERAL

Cleaning

375. The site is to be kept in a clean and tidy state at all times to ensure that a safe working environment is provided for all operatives, passengers and visitors.

DESIGN CONSTRAINTS

376. The Contractor will be permitted to store materials in the building, but he will be responsible for ensuring that he does not exceed the design loading for the structure and for remedying any damage arising from non-compliance with this provision.

METHOD / SEQUENCE OF WORK

Possession of the site

377. The Contractor will take possession of the whole of the site on the day named in the Contract as the Date of Possession.

Method and sequence of work

378. The following should be taken into account when programming the Works:
- The railway authorities' need to operate and conduct business without interruption.
 - Access to be maintained for the railway passengers, contractors and the public at all times.
 - The need to maintain means of escape and access.
379. The Contractor shall organise his programme to cause as little inconvenience and disruption as possible to railway users and contractors. He shall allow for taking all necessary precautions to complete items of work likely to cause offence by way of noise or pollution at times to minimise such nuisance.
380. Programming of the services installations is to be carefully planned and agreed with the Architect to ensure that no disruption whatsoever is experienced to the operations of the surrounding and occupied areas.

USE OR DISPOSAL OF MATERIALS FOUND

Disposal of material off site

381. The Contractor is to remove all material arising from the demolitions and excavations, together with all waste material and packaging from site.

WORKING HOURS

Working hours

382. It is anticipated that the Contractor's normal working hours will be between 8.00 am – 6.00 pm, Monday to Friday.
383. The following works are to be carried out outside of the normal working hours and organised to cause the minimum inconvenience:
- All works involving the shutdown of services.
 - Any works which could potentially interfere with the business operations of the Employer.
 - All work liable to cause offence by way of noise or other pollution.
384. Where the Contractor chooses to carry out works outside of normal working hours, the Employer is to be advised at least 24 hours in advance.
385. The cost of any overtime working necessary in order to execute the works will be borne by the Contractor.

1.11 EMPLOYER'S REQUIREMENTS: SITE ACCOMMODATION/SERVICES/FACILITIES/TEMPORARY WORK

GENERALLY

Rubbish disposal

386. The Contractor will be expected to work in accordance with the general principles of the Site Waste Management Plans Regulations 2008 in planning the disposal and recycling of waste materials.
387. The Contractor shall provide for removing all rubbish from the site as it accumulates from time to time and at completion.
388. The Contractor shall comply with all regulations and obtain all necessary licences for the delivery, siting and removal of rubbish skips.
389. The Contractor shall furnish the Architect with a copy of all of his waste tipping / transfer certificates for materials removed from the site.

SITE ACCOMMODATION

Meetings

390. The Contractor shall arrange his subcontractor meetings and for informal meetings with the client and consultants. The Contractor is to liaise with the Architect as to timings for formal site meetings which will take place in the nearby Community Centre or in the station building.

Site and sanitary facilities

391. The Contractor shall arrange and maintain appropriate facilities for the use of his staff throughout the Works in accordance with the Working Rule Agreement and any local requirements.

Storage

392. The Contractor shall provide and maintain watertight facilities for the storage of materials, tools and tackle; alter, shift and adapt from time to time as necessary.

Car parking

393. The Contractor is to make their own arrangements as regards car-parking.

SERVICES AND FACILITIES

Lighting and power

394. The Employer will not provide electricity for the Works. The Contractor shall provide all equipment, make temporary arrangements for distribution around the site in accordance with the Electricity Authority's regulations, pay all costs and charges in connection therewith and clear away and make good on completion.
395. Temporary lighting shall be adequate to carry out the relevant task to eliminate the risk of poor workmanship arising from poorly lit areas.

Power and data

396. The Contractor shall provide temporary power supplies for the Works.

Water

397. The Contractor will provide water for the Works.

Contractor's on-site telephones

398. The Contractor shall provide and maintain mobile telephones for all his managerial site staff including paying all charges for the duration of the Works.

Computers

399. The Contractor shall provide an on-site computer to receive information from the consultants for the duration of the works on site.

E-mail and internet facilities

400. The Contractor shall provide either a connection to the site offices for the duration of the works on site including paying all costs.

Personal protective equipment

401. The Contractor is to provide safety helmets, waterproof clothing, rubber boots and safety footwear for operatives and visiting Employers' representatives.

TEMPORARY WORKS

Temporary works

402. The Contractor will be solely responsible for the design, installation and removal of all temporary works and shall submit to the Architect for approval, fifteen working days prior to the work being executed, full details of his proposals. These shall include calculations, working drawings and programme indicating the sequence of operations. Approvals, given or implied by the Architect, of these details shall not relieve the Contractor of his duties and responsibilities under the Contract. Initiation of temporary works by the Contractor before the Architect's approval shall be at the Contractors own risk.
403. The Contractor shall carry out the Works in such a manner so as not to endanger adjoining buildings, roads, platforms, pavements and services and shall make good any damage arising at his own expense.

Temporary fencing, hoarding, screens, fans, planked foot ways, guard rails, gantries and similar items

404. The Contractor shall obtain permission / licences from the Local Authority, Police and other Authorities before the erection of hoarding and pay all charges in connection therewith. Remove temporary hoarding upon completion, including making good all works and finishes disturbed.

Name boards

405. The Contractor shall provide and maintain a name board of a design and in a position approved by the Architect. The board will show the title of the Works, the names of the Employer and the Contractor, and provide space for the display of four Consultants' standard name boards, each size 300 x 1200m.
406. The Contractor shall obtain planning consent, pay all associated charges and remove the name board on completion, including making good all works and finishes disturbed.

Traffic regulations

407. The Contractor shall comply with all traffic and police regulations and allow for any associated costs.

1.12 | EMPLOYER'S REQUIREMENTS: OPERATION/MAINTENANCE OF FINISHED BUILDING

OPERATION AND MAINTENANCE MANUAL

Generally

408. The Contractor shall provide the Employer with 4No paper sets and 3No electronic discs of Operating and Maintenance Manuals including complete record drawings and photographs for the Works including all work executed by Sub-Contractors.
409. Hard copies of the Operating and Maintenance Manuals shall be provided in an A4 ring binder format with each page being contained in separate plastic document wallets and divided into sections as agreed with the Architect. The manuals shall include the following information:
- Index
 - As fitted drawings of all installations
 - Planned maintenance procedures
 - Recommended spares and consumables
 - Manufacturers' technical literature
 - Commissioning data, test certificates and record drawings
 - Emergency contacts
 - Photographic records of significant concealed services
 - Health and safety information
 - Emergency call out details
 - Advice on future modifications
410. Information will be provided to the Contractor by the specialist Sub-Contractors employed directly by the Employer, where appropriate. The Contractor will be responsible for obtaining, checking, co-ordinating, compiling and handing over the Operating and Maintenance Manuals to the Employer.
411. The first draft documentation must be available to the Architect / Principal Designer and other relevant members of the project team for review / comment a minimum of two weeks before the date of Practical Completion with the final draft format being available at Practical Completion. The Contractor must issue the final approved documentation to the Architect and other relevant parties not more than two weeks following return of the draft documentation to the Contractor.

HEALTH AND SAFETY FILE

Generally

412. The Contractor shall provide the Employer with 4No paper sets and 3No electronic discs of the Health and Safety File which will contain the information required to maintain the ramp and stairs, and incorporate the Operating and Maintenance Manual including all work executed by Sub-Contractors.
413. Hard copies of the Health and Safety File shall be provided in an A4 ring binder format with each page being contained in separate plastic document wallets and divided into sections as agreed with the Architect. The contents of the manuals will be subject to agreement with the Principal Designer, but will include:
- Index
 - As fitted drawings
 - Planning / Building Control consents
 - Manufacturers' technical literature
 - Planned maintenance procedures
 - Recommended spares and consumables
 - Contact details
 - Health and safety information
 - Information regarding the removal and disposal of products

PRESENTATION OF DOCUMENTS

Warranties

414. The Contractor shall ensure that the benefit of all extended warranties provided by Sub-Contractors or suppliers is available for the Employer at Practical Completion.
415. All warranties and guarantees shall commence at the Date of Completion.

OTHER EMPLOYER SPECIFIC REQUIREMENTS

Training

416. Before Practical Completion, the Contractor is to explain and demonstrate to the Employer's maintenance staff, the function of the Works, including all items and procedures listed in the Operating and Maintenance Manuals.