



Derbyshire
Fire & Rescue Service
Making Derbyshire Safer

SPECIFICATION FOR:

RESURFACING & DRAINAGE WORKS

AT

WHITFIELD PARK, GLOSSOP

Ref: DFRA153.SPEC

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SECTION ONE

JCT MINOR WORKS PRELIMS

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: Resurfacing and Drainage Works at Whitfield Park, Glossop.
- Nature: Groundworks
- Location: Whitfield Park, Glossop, Derbyshire SK13 8LG
- Length of contract: 4 Weeks

120 EMPLOYER (CLIENT)

- Name: Derbyshire Fire & Rescue Service (DFRS)
- Address: DFRS Headquarters, Old Hall, Burton Road, Littleover, Derby, DE23 6EH
- Telephone: 01332 771221

130 PRINCIPAL CONTRACTOR

- Name: TBC
- Address: TBC
- Telephone: TBC

140 CONTRACT ADMINISTRATOR (HEREIN REFERRED TO AS 'CA')

- Name: DFRS Property Department
- Address: c/o Assets Department, Derbyshire Constabulary Headquarters, Butterley Hall, Ripley, Derbyshire DE5 3RS
- Telephone: 0300 122 8934

140 N/A

150 PRINCIPAL DESIGNER

- Name: DFRS Property Department
- Address: c/o Assets Department, Derbyshire Constabulary Headquarters, Butterley Hall, Ripley, Derbyshire DE5 3RS
- Telephone: 0300 122 8934

160 QUANTITY SURVEYOR

- Name: DFRS Property Department
- Address: c/o Assets Department, Derbyshire Constabulary Headquarters, Butterley Hall, Ripley, Derbyshire DE5 3RS
- Telephone: 0300 122 8934

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: DFRA153.1; DFRA1513.2; DFRA153.SPEC.

120 CONTRACT DRAWINGS

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

160 N/A

160 PRE-CONSTRUCTION HEALTH AND SAFETY INFORMATION PACK

- A pre-tender health and safety plan is enclosed under separate cover from the principal designer.

180 N/A

A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- Description: Cul-de-sac of dwellings owned by DFRS adjacent to Glossop Fire Station
- 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE
- Description: The access road to be resurfaced is flanked on one side with dwellings and landscaped amenity land on the other side.
- 140 EXISTING MAINS AND SERVICES
- Drawings: None
- 160 SOILS AND GROUND WATER
- Information: None
- 170 SITE INVESTIGATION
- Report: None
- 180 N/A
- 200 ACCESS TO THE SITE
- Description: Whitfield Park is private cul-de-sac accessed off Charlestown Road, Glossop.
 - Limitations: This is also the only access route for residents living in the dwellings at Whitfield Park, and also visitors and staff to Glossop Fire Station;
- 210 PARKING
- Restrictions: Contractor's vehicles may only be parked in agreed areas and must not obstruct access and exit routes for other vehicles.
- 220 USE OF THE SITE
- General: Do not use the site for any purpose other than carrying out the Works.
 - Limitations: The site will continue to be used by residents and visitor to Glossop fire station for the duration of the works.
- 230 SURROUNDING LAND/ BUILDING USES
- General: Adjacent or nearby uses or activities are as follows:
 - Residential and landscaped amenity land.
- 240 HEALTH AND SAFETY HAZARDS
- General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. Potential hazards are identified in the pre-tender health and safety plan.
 - Information: The accuracy and sufficiency of this information is not guaranteed by the employer or the employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
 - Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.
- 250 SITE VISIT
- Before tendering: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
 - Arrangements for visit: Contact DFRS Property Department representative Mr Sean Heenan on 0300 122 8934.

A13 DESCRIPTION OF THE WORK

110 N/A

120 THE WORKS

- Description: Resurfacing and drainage works at Whitfield Park, Glossop

130 N/A

140 N/A

A20 JCT MINOR WORKS BUILDING CONTRACT

JCT MINOR WORKS BUILDING CONTRACT

- The Contract: JCT Minor Works Building Contract, 2011 Edition.
- Requirement: Allow for the obligations, liabilities and services described therein against the headings below:

20 THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Resurfacing and drainage works at Glossop Fire Station
- Contract Administrator: See clause A10/140.

Second - CONTRACT DOCUMENTS

- Contract documents: The following have not been prepared and will be deleted from the second recital: Work Schedules.

Third - PRICED DOCUMENTS

- The references to work schedules and schedule of rates will be deleted.

60 THE ARTICLES

3 - CONTRACT ADMINISTRATOR

- Contract Administrator: See clause A10/140.

4 and 5 – CDM CO-ORDINATOR/ PRINCIPAL CONTRACTOR

- A10/150 CDM Co-ordinator
- Principal Contractor: See clause A10/130.

6 - ADJUDICATION

- Amendments: Arbitration provision apply

100 CONTRACT PARTICULARS

Fourth Recital - CDM REGULATIONS

- All the CDM regulations apply.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 do apply.

Clause 2.2 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: TBC.
- Date for Completion: TBC.

Clause 2.8 - LIQUIDATED DAMAGES

- At the rate of £500 per week.

Clause 2.10 - RECTIFICATION PERIOD

- Period: 12 months.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

- Percentage: 95 per cent.

Clause 4.5 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

- Percentage: 97.5 per cent.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION

- Period: 3 months.

Clause 4.11 and Schedule 2 - CONTRIBUTION, LEVY AND TAX CHANGES

- Clause 4.11 will be deleted.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.

Clauses 5.4A and 5.4B - INSURANCE OF THE WORKS - ALTERNATIVE PROVISIONS

- Clause 5.4A applies.

Clauses 5.4A.1 and 5.4B.1 - PERCENTAGE TO COVER PROFESSIONAL FEES

- Addition: 15 per cent.

Clause 7.2 - ADJUDICATION

- Nominator of Adjudicator: President or a Vice president or Chairman or Vice Chairman of the: RICS.

Schedule 1 and Schedule 2 - BASE DATE

- Base date: TBC

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointer of Arbitrator (and of any replacement): President or a Vice president of the: RICS.

260 THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed as a deed.

A21 RACIAL DISCRIMINATION / PROMOTION OF RACE EQUALITY

- 920 The contractor shall not:
- (a) discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of colour, race, nationality, or ethnic or national origins contrary to Part II (Discrimination in the Field of Employment) of the Race Relations Act 1976, as amended (The Act); and or
 - (b) discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds of colour, race, nationality, or ethnic or national origins contrary to Part III of the Act (Discrimination in Other Fields); and/or contravene Part IV of the Act (Other unlawful Acts).
- 921 Where in connection with this Agreement the Contractor, its agents or subcontractors, or the Contractor staff are required to carry out work on the Authority's premises or alongside the Authorities employees on any other premises, the contractor shall comply with the authorities own employment policy and codes of practice relating to racial discrimination and equal opportunities; copies are available for inspection from the Contract Administrator.
- 922 The contractor shall:
- monitor the representation among Contractor Staff of persons of different racial groups (which shall mean groups classified as 'ethnic groups' in the most recent official census by the Office of National Statistics or successor body), having regard to the Authority's procedures for monitoring representation among its own employees; where it appears to the Contractor in relation to particular work of the Contractor staff, either that the Contractor Staff includes no members of a particular racial group doing that work or that members of that racial group are under-represented amongst Contractor staff doing that work in comparison to their representation in the Contractor Staff as a whole or in the population from which Contractor Staff are normally recruited, undertake the following actions as may be appropriate and reasonably practicable:
- (a) the placing and use of job advertisements to reach members of such racial groups and to encourage their applications;
 - (b) the use of employment agencies and careers offices in areas where members of such racial groups live and work;
 - (c) the promotion of recruitment and training schemes for school-leavers and/or unemployed persons intended to reach members of such racial groups; and
 - (d) the provision of appropriate training and the encouragement of members of Contractor Staff from such racial groups to apply for promotion or transfer to do work in which such racial groups are under-represented.
- 923 Where the contractor commits a breach of Clauses 921 or 922 which amounts to a failure to meet Services Levels the provisions of clause 920 shall apply.
- 924 The Contractor shall notify the Contract Administrator forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the Act.
- 925 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of this Agreement being in contravention of the Act, the Contractor, free of charge:
- (a) provide any information requested in the timescale allotted;
 - (b) attend any meetings as required and permit Contractor staff to attend
 - (c) promptly allow access to and investigation of any documents or data deemed to be relevant;
 - (d) allow itself and any Contractor Staff to appear as witness in any ensuing proceedings; and
 - (e) co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

- 926 Where any investigation is conducted or proceedings are brought under the act which arise directly or indirectly out of any act or omission of the Contractor, its agents or sub-contractors, or the Contractor Staff, and where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Authority with respect to all its costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Authority may have been ordered or required to pay to third party.
- 927 In the event that the contractor enters in to any Subcontract in connection with this Agreement, it shall impose obligations on its Subcontractors in terms substantially similar to those on it pursuant to this 720.

A30 TENDERING/ SUBLETTING/ SUPPLY

- 110 SCOPE
- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.
- 130 N/A
- 145 TENDERING PROCEDURE
- General: In accordance with the principles of the Construction Industry Board 'Code of practice for the selection of main contractors'.
- 145 TENDERING PROCEDURE
- General: In accordance with JCT Practice Note 6 (Series 2) 'Main Contract Tendering'.
- 160 EXCLUSIONS
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
 - Relevant parts of the work: Define those parts, stating reasons for the inability to tender.
- 170 ACCEPTANCE OF TENDER
- The Employer and Employer's representatives:
 - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
 - Will not be responsible for any cost incurred in the preparation of any tender.
- 190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.
 - Date for possession/ commencement: See section A20.
- 200 N/A
- 210 PRELIMINARIES IN THE SPECIFICATION
- The preliminaries / general conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7.
- 250 PRICED DOCUMENTS
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
 - Measurements: Where not stated, ascertain from the drawings.
 - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.

- 310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 440 SCHEDULE OF RATES
- Content: Provide rates for all significant items of work
- Fully priced copy: Submit on request.
- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out:
 - Prior to commencement on site: submit prior to commencement on site.
- 510 N/A
- 515 N/A
- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
 - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.
- 550 HEALTH AND SAFETY INFORMATION
- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
 - Include:
 - A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 - Submit: Before commencement on site.
- 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction health and safety information pack and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - Procedures for communications between the project team, other contractors and site operatives.
 - Arrangements for cooperation and coordination between contractors.
 - Procedures for carrying out risk assessment and for managing and controlling the risk.
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

580 N/A

630 DOMESTIC SUBCONTRACTS

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

640 N/A

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

110 DEFINITIONS

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

120 COMMUNICATION

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

130 PRODUCTS

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

135 SITE EQUIPMENT

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

160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fastenings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat.

- Excludes redecoration and/ or replacement.
 - Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
 - Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
 - Refix: Fix removed products.
 - Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
 - Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
 - System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- 170 MANUFACTURER AND PRODUCT REFERENCE
- Definition: When used in this combination:
 - Manufacturer: The firm under whose name the particular product is marketed.
 - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
 - Currency: References are to the particular product as specified in the manufactures technical literature current on the date of the invitation to tender.
- 200 SUBSTITUTION OF PRODUCTS
- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
 - Reasons: Submit reasons for the proposed substitution.
 - Documentation: Submit relevant information, including:
 - manufacturer and product reference;
 - cost;
 - availability;
 - relevant standards;
 - performance;
 - function;
 - compatibility of accessories;
 - proposed revisions to drawings and specification;
 - compatibility with adjacent work;
 - appearance;
 - copy of warranty/ guarantee.
 - Alterations to adjacent work: If needed, advise scope, nature and cost.
 - Manufacturers' guarantees: If substitution is accepted, submit before ordering products.
- 210 CROSS REFERENCES
- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
 - Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
 - Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
 - Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.
- 220 REFERENCED DOCUMENTS
- Conflicts: Specification prevails over referenced documents.
- 230 EQUIVALENT PRODUCTS
- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.
- 250 CURRENCY OF DOCUMENTS
- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to tender.

- 260 SIZES
- General dimensions: Products are specified by their co-ordinating sizes.
 - Timber: Cross section dimensions shown on drawings are:
 - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.
- 270 N/A
- 410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS
- Additional copies: Issued on request free of charge
- 440 DIMENSIONS
- Scaled dimensions: Do not rely on.
- 450 N/A
- 460 THE SPECIFICATION
- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.
- 480 N/A
- 490 DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS
- 630 TECHNICAL LITERATURE
- Information: Keep on site for reference by all supervisory personnel:
 - Manufacturers' current literature relating to all products to be used in the Works.
 - Relevant British, EN or ISO Standards.
- 640 MAINTENANCE INSTRUCTION AND GUARANTEES
- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
 - Emergency call out services: Provide subcontractors telephone numbers for use after completion.

A32 MANAGEMENT OF THE WORKS

- 110 SUPERVISION
- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
 - Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
- 115 N/A
- 120 INSURANCE
- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.
- 130 INSURANCE CLAIMS
- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
 - Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

- 140 CLIMATIC CONDITIONS
- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.
- 150 OWNERSHIP
- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.
- 160 N/A
- 210 PROGRAMME
- Master programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
 - Submit before commencement on site.
- 245 START OF WORK ON SITE
- Notice: Before the proposed date for start of work on site give minimum notice of 2 weeks.
- 250 MONITORING
- Progress: Record on a copy of the programme kept on site.
 - Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.
- 260 SITE MEETINGS
- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
 - Frequency: 4 weekly.
 - Location: Clay Cross Fire Station meeting room.
 - Accommodation: CA to ensure availability at the time of such meetings.
 - Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
 - Chairperson (who will also take and distribute minutes): CA.
- 280 N/A
- 290 NOTICE OF COMPLETION
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
 - Associated works: Ensure necessary access, services and facilities are complete.
 - Period of notice (minimum): 1 week.
- 310 EXTENSIONS OF TIME
- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
 - Details: As soon as possible submit:
 - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
 - All other relevant information required.

- 320 N/A
- 420 REMOVAL/ REPLACEMENT OF EXISTING WORK
- Extent and location: Agree before commencement.
 - Execution: Carry out in ways that minimize the extent of work.
- 430 PROPOSED INSTRUCTIONS
- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- 440 MEASUREMENT
- Covered work: Give notice before covering work required to be measured.
- 450 N/A
- 460 INTERIM VALUATIONS
- Applications: Include details of amounts due under the Contract together with all necessary supporting information.
 - Submission: At least seven days before established dates.
- 470 PRODUCTS NOT INCORPORATED INTO THE WORKS
- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
 - Evidence: When requested, provide evidence of freedom of reservation of title.

A33 QUALITY STANDARDS/ CONTROL

- 110 INCOMPLETE DOCUMENTATION
- General: Where and to the extent that products or work are not fully documented, they are to be:
 - Of a kind and standard appropriate to the nature and character of that part of the works where they will be used.
 - Suitable for the purposes stated or reasonably to be inferred from the project documents.
 - Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- 120 WORKMANSHIP SKILLS
- Operatives: Appropriately skilled and experienced for the type and quality of work.
 - Registration: With Construction Skills Certification Scheme.
 - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 130 QUALITY OF PRODUCTS
- Generally: New. (Proposals for recycled products may be considered).
 - Supply of each product: From the same source or manufacturer.
 - Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
 - Tolerances: Where critical, measure a sufficient quantity to determine compliance.
 - Deterioration: Prevent. Use suitable quantities to a programme and use in appropriate sequence.
- 135 QUALITY OF EXECUTION
- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
 - Colour batching: Do not use different colour batches where they can be seen together.
 - Dimensions: Check on-site dimensions.
 - Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
 - Location and fixing of products: Adjust joints open to view so they are even and regular.

- 140 COMPLIANCE
- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
 - Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.
- 150 INSPECTIONS
- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
 - Date of inspection.
 - Part of the work inspected.
 - Respects or characteristics which are approved.
 - Extent and purpose of the approval.
 - Any associated conditions.
- 160 RELATED WORK
- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
 - Appropriately complete.
 - In accordance with the project documents.
 - To a suitable standard.
 - In a suitable condition to receive the new work.
 - Preparatory work: Ensure all necessary preparatory work has been carried out.
- 170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS
- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
 - Changes to recommendations or instructions: Submit details.
 - Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
 - Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.
- 180 WATER FOR THE WORKS
- Mains supply: Clean and uncontaminated.
 - Other: Do not use until:
 - Evidence of suitability is provided.
 - Tested to BS EN 1008 if instructed.
- 210 SAMPLES
- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
 - To an express approval.
 - To match a sample expressly approved as a standard for the purpose.
- 220 APPROVAL OF PRODUCTS
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
 - Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
 - Complying sample: Retain in good, clean condition on site. Remove when no longer required.

- 230 APPROVAL OF EXECUTION
- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
 - Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
 - Complying sample: Retain in good, clean condition on site. Remove when no longer required.
- 240 N/A
- 320 SETTING OUT
- General: Submit details of methods and equipment to be used in setting out the Works.
 - Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
 - Inform: When complete and before commencing construction.
- 330 APPEARANCE AND FIT
- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
 - Submit proposals; or
 - Arrange for inspection of appearance of relevant aspects of partially finished work.
 - General tolerances (maximum): To BS 5606, tables 1 and 2.
- 340 CRITICAL DIMENSIONS
- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
 - Location: Detailed on drawings DFRA151.1, DFRA151.2 and DFRA151.3
- 350 LEVELS OF STRUCTURAL FLOORS
- Maximum tolerances for designed levels to be:
 - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
- 360 RECORD DRAWINGS
- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.
- 370 N/A
- 410 SERVICES REGULATIONS
- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.
- 420 WATER REGULATIONS/ BYELAWS NOTIFICATION
- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
 - Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.
- 440 N/A
- 445 SERVICE RUNS
- General: Provide adequate space and support for services, including unobstructed routes and fixings.
 - Ducts, chases and holes: Form during construction rather than cut.
 - Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

- 450 MECHANICAL AND ELECTRICAL SERVICES
- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- 460 N/A
- 525 ACCESS
- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
- 530 OVERTIME WORKING
- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
 - Minimum period of notice: 1 week.
 - Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.
- 540 DEFECTS IN EXISTING WORK
- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
 - Documented remedial work: Do not execute work which may:
 - Hinder access to defective products or work; or
 - Be rendered abortive by remedial work.
- 560 TESTS AND INSPECTIONS
- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
 - Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
 - Records: Submit a copy of test certificates and retain copies on site.
- 570 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/ PRODUCTS:
- As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
 - Such proposals may be unacceptable to the CA, and he may issue contrary instructions.
- 580 N/A
- 590 N/A
- 610 DEFECTIVE PRODUCTS/ EXECUTIONS
- Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
 - Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.
- 620 N/A
- 710 WORK BEFORE COMPLETION
- General: Make good all damage consequent upon the Works.
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
 - Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
 - Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.

- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 SECURITY AT COMPLETION

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

730 MAKING GOOD DEFECTS

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

740 N/A

A34 SECURITY/ SAFETY/ PROTECTION

10 SECURITY, HEALTH AND SAFETY

110 PRETENDER HEALTH AND SAFETY PLAN

- Issued under separate cover by the Principal Designer and including but not restricted to the following sections:
 - Description of project: Sections A10 and A11.
 - Client's consideration and management requirements: Sections A12, A13 and A36.
 - Environmental restrictions and on-site risks: Section A12, A35 and A34.
 - Significant design and construction hazards: Section A34.
- The Health and Safety File: Section A37.

120 EXECUTION HAZARDS

- Common hazards: Control by good management and site practice.
- Significant hazards: The design of the project includes the hazards identified in the pre tender health & safety plan:

130 PRODUCT HAZARDS

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
- Common hazards: Control by good management and site practice.
- Significant hazards: Specified construction materials include the hazards identified in the pre tender health & safety plan.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Submission: Present to the Employer/ Client not less than 1 week before commencement.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulation 15(4).
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan.

150 SECURITY

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

- 160 STABILITY
- Responsibility: Maintain the stability and structural integrity of the Works during the Contract.
 - Design loads: Obtain details, support as necessary and prevent overloading.
- 170 OCCUPIED PREMISES
- Extent: Existing buildings will be occupied and used during the Contract as follows:
Operational fire station
 - Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
 - Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.
- 180 PASSES
- Controlled areas: Passes will be required for access to the fire station building.
 - Authorised persons: Submit a list of the names of all persons requiring passes together with any other related information reasonably required.
 - Return of passes: When requested or on completion of the work to which the pass relates.
- 190 OCCUPIER'S RULES AND REGULATIONS
- Compliance: Conform to the occupier's rules and regulations affecting the site.
- 200 N/A
- 210 EMPLOYER'S REPRESENTATIVES SITE VISITS
- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
 - Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.
- 220 WORKING PRECAUTIONS/ RESTRICTIONS
- Hazardous areas: Operatives must take precautions as identified in the health & safety plan:
- 230 PROTECT AGAINST THE FOLLOWING
- 330 NOISE CONTROL
- Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works.
 - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Restrictions: Do not use:
 - Pneumatic drills and other noisy appliances without consent during the hours of 1800 to 0800.
 - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution.
 - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 350 PESTICIDES
- Use: Not permitted.

- 360 **NUISANCE**
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
 - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 **ASBESTOS CONTAINING MATERIALS**
- Duty: Consult the asbestos register before commencement.
 - Report immediately any suspected materials discovered during execution of the Works.
 - Do not disturb.
 - Agree methods for safe removal or encapsulation.
- 380 **FIRE PREVENTION**
- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
 - Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- 390 **SMOKING ON SITE**
- Smoking on site: Not permitted.
- 400 **BURNING ON SITE**
- Burning on site: Not permitted.
- 410 **MOISTURE**
- Wetness or dampness: Prevent, where this may cause damage to the Works.
 - Drying out: Control humidity and the application of heat to prevent:
 - Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 Excessive movement.
- 420 **INFECTED TIMBER**
- Removal: Where instructed to remove timber affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- 430 **WASTE**
- Includes: Rubbish, debris, spoil, containers and surplus material.
 - Minimize: Keep the site and Works clean and tidy.
 - Remove: Frequently and dispose off site in a safe and competent manner:
 - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
 - Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
 - Waste transfer documentation: Retain on site.
- 440 **ELECTROMAGNETIC INTERFERENCE**
- Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.
- 450 **PROTECT THE FOLLOWING**
- 510 **EXISTING SERVICES**
- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
 - Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
 - Work adjacent to services:
 - Comply with service authority's/ statutory undertaker's recommendations.

- Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
 - Identifying services:
 - Below ground: Use signboards, giving type and depth;
 - Overhead: Use headroom markers.
 - Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
 - Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.
- 520 ROADS AND FOOTPATHS
- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
 - Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.
- 530 EXISTING TOPSOIL/ SUBSOIL
- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
 - Protection: Before starting work submit proposals for protective measures.
- 540 RETAINED TREES/ SHRUBS/ GRASSED AREAS
- Protection: Preserve and prevent damage, except those not required.
 - Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.
- 560 EXISTING FEATURES
- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
 -
- 570 EXISTING WORK
- Protection: Prevent damage to existing property undergoing alteration or extension.
 - Removal: Minimum amount necessary.
 - Replacement work: To match existing.
- 580 BUILDING INTERIORS
- Protection: Prevent exposure to weather during course of alteration work.
- 600 N/A
- 600 N/A
- 610 N/A
- 620 N/A
- 620 ADJOINING PROPERTY
- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.
- 625 ADJOINING PROPERTY RESTRICTIONS
- Precautions:

- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
 - Pay all charges.
 - Remove and make good on completion or when directed.
 - Damage: Bear cost of repairing damage arising from execution of the Works.
- 630 EXISTING STRUCTURES
- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
 - Supports: During execution of the Works:
 - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
 - Do not remove until new work is strong enough to support existing structure.
 - Prevent oversteering of completed work when removing supports.
 - Adjacent structures: Monitor and immediately report excessive movement.
 - Standard: Comply with BS 5975.

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE / TIMING

- 130 N/A
- 160 N/A
- 170 WORKING HOURS
- Specific limitations: 0800 - 1800.

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

- 110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES
- Location: Give notice of intended siting.
 - Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.
- 120 N/A
- 210 N/A
- 230 N/A
- 230 TEMPORARY ACCOMMODATION
- Proposals for temporary accommodation and storage for the Works: Submit details two weeks prior to the Commencement Date.
 - Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
- 230 TEMPORARY ACCOMMODATION
- Facilities: Contractors operatives will be permitted access into the fire station for use of sanitary facilities, but not for the use of break/rest facilities, or for the storage of equipment and material. The contractor must submit proposals for break/rest facilities and the storage of plant and equipment at least two weeks prior to the commencement date.
- 240 N/A
- 310 N/A
- 320 N/A
- 340 NAME BOARDS/ ADVERTISEMENTS

- Main contractors name board may be permitted on site for the duration of the works. Size, location, wording and style to be approved by contract administrator prior to erection on site.
- 350 N/A
- 410 LIGHTING
- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.
- 420 LIGHTING AND POWER
- Supply: Electricity from the Employer's mains may be used for the Works as reasonable for the project.
 - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.
- 430 WATER
- Supply: The Employer's mains may be used for the Works as reasonable for the project.
 - Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.
- 440 TELEPHONES
- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.
- 510 N/A
- 520 N/A
- 530 N/A
- 530 BENEFICIAL USE OF INSTALLED SYSTEMS
- Permanent systems: May be used for the works with permission from the CA.
- 540 N/A
- 550 THERMOMETERS
- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
- 570 N/A

A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING

- 110 THE BUILDING MANUAL
- Purpose: The Building Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance.
 - Compilation:
 - Prepare all information for Contractor designed or performance specified work including as-built drawings.
 - Obtain or prepare all other information to be included in the Manual.
 - Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
 - Final copies of the Manual:
 - Number of copies: 1.
 - Latest date for submission: 1 weeks before the date for completion stated in the

- contract.
 - As-built drawings:
 - Number of copies: 1.
 - Medium: Paper.
- 120 THE HEALTH AND SAFETY FILE
- Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) are carried out.
 - Contractor designed and performance specified work: Obtain or prepare details of construction methods and materials, general maintenance instructions and as-built drawings.
 - Other information: Obtain or prepare details of utilities and services, materials hazards, access requirements/restrictions and maintenance and decommissioning instructions.
 - Number of copies: Submit 1 copies to CDM Co-ordinator.
 - Latest date for submission: 1 weeks before the date for completion stated in the contract.
- 155 CONTENT OF THE BUILDING MANUAL
- General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
 - Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
 - Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
 - Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.
- 160 PRESENTATION OF BUILDING MANUAL
- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
 - Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
 - As-built drawings: The main sets may form annexes to the Manual.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 To be included in tender sum; breakdown to be submitted on request.

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 To be included in tender sum; breakdown to be submitted on request.

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

110 To be included in tender sum; breakdown to be submitted on request.

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 To be included in tender sum; breakdown to be submitted on request.

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

110 To be included in tender sum; breakdown to be submitted on request.

A50 WORK/ PRODUCTS BY/ ON BEHALF OF THE EMPLOYER

N/A

A53 WORK BY STATUTORY AUTHORITIES/ UNDERTAKERS

N/A

A54 PROVISIONAL WORK/ ITEMS

520 Include provisional sums as specified on the tender summary page

590 Include contingency sums as specified on the tender summary page

A55 DAYWORKS

150 DAYWORK CHARGES

- General: Where an instruction is issued requiring a variation which is not of a similar character or executed under similar conditions to work included in the Contract and where work cannot properly be measured and valued; the Contractor shall be allowed payment on a daywork basis at agreed rates.

SECTION TWO
SCHEDULE OF WORKS

Schedule of Work

This schedule of work must be read in conjunction with drawings DFRA153.1 and DFRA153.2. Total area to be resurfaced is approximately 537m² (to be re-measured on completion).

Whilst resurfacing works take place access to the appliance bay is necessary at all times. Any return visits to complete the work must be allowed for in the tender.

1	Plane off existing surface of asphalt/tarmac to a depth of 110mm and remove waste lawfully from site. Pay all charges for disposal. (Approx. 537m ²)	
2	Break out around existing hydrant and stop tap covers and adjust with dense packing, sand and cement to appropriate levels.	
3	Break out around existing BT covers and adjust with dense packing, sand and cement to appropriate levels.	
4	Break out around existing gully's and allow for new gully tops, level, adjust with dense packing, sand and cement to appropriate levels.	
5	Break out and replace existing inspection chamber covers D400 to BS EN124 (40 tonnes test load) and adjust with dense packing, sand and cement to appropriate levels.	
6	Cut and form neat joint to existing pavement with diamond blade and sedjoint with hot bitumen.	
7	Supply and fit 150 x 125mm kerbs, concrete hunching, full length of road (LHS) to prevent traffic entering grassed area. Drawing DFRS MW 16/143 (2) Supply and fit 150 x 50mm concrete edgings full length of road (RHS) concrete hunching, up to garden boundary's, grassed area.	
8	Supply and fit heavy duty ACO drainage (or similar) to the entrance of each drive. Location as indicated on the Drawing DFRS MW 16/143 (2) Connect to existing drainage surface water systems. Approximately 18 linear meters.	
9	Construct 1no silt pit using pre-formed concrete rings and concrete base a 110mm BS EN 1401 connection is required the standard method for jointing any component should be followed. Bed and surround the Manhole Base in concrete, up to the top flange. Extend the concrete sufficiently from the flange to provide support all around the Base for a concrete shaft. Ensure rocker lengths are installed on all inlets and outlets.	
10	Supply and install underground drainage 110mm pipes and fittings to be Polypipe Terrain P.V.C.-U underground drainage system. All pipes and fittings to either comply in all respects with the requirements of British Standard BS4660	

SECTION THREE
CONTINGENCY/SUNDRY ITEMS

		£	P
<u>Contingency Sums, Provisional Sums and Sundry Items</u>			
A	Allow the Contingency sum of £1,000.00 for any unforeseen works deemed necessary. To be expended or omitted at the discretion of the supervising officer.	1,000	00
B	Allow the provisional sum of £3,000.00 for additional replacement MOT type 1 Road Stone deemed required; to be expended or omitted at the discretion of the supervising officer.	3,000	00
TOTAL Carried to Tender Summary		£	

A Allow the Contingency sum of £1,000.00 for any unforeseen works deemed necessary. To be expended or omitted at the discretion of the supervising officer.

B	Allow the provisional sum of £3,000.00 for additional replacement MOT type 1 Road Stone deemed required; to be expended or omitted at the discretion of the supervising officer.
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TOTAL Carried to Tender Summary

£

SECTION FOUR
TENDER SUMMARY

This summary must be completed and returned with the Form of Tender

TENDER SUMMARY

Section One: JCT Minor Works Prelims

Section Two: Schedule of Works

Section Three: Provisional Sums

Contingency Sum

GRAND TOTAL CARRIED TO FORM OF TENDER

SECTION FIVE
FORM OF TENDER

FORM OF TENDER

This form must be completed and returned in the enveloped provided so as to be received by Derbyshire Fire & Rescue Service Property Department, c/o Assets Department, Derbyshire Constabulary, Butterley Hall, Ripley, Derbyshire DE5 3RS not later than 12 noon Friday 7th October 2016.

To the Chief Fire Officer and Chief Executive of Derbyshire Fire & Rescue Service for Resurfacing and Drainage Works at Whitfield Park, Glossop.

Having carefully examined and understood the following documents:-

- Invitation to Tender
- Pre-Construction Health & Safety Information Pack
- Specification DFRA153.SPEC
- Drawings DFRA153.1; DFRA153.2

We:.....(company name)

Of:.....(company address)

Hereby offer to supply the works in accordance with the documents referred to above for the sum of:

FOR THE SUM OF	£..... excluding VAT
-----------------------	-----------------------------

(in words).....

We agree to supply a fully priced analysis of the tender within 3 days of being required to do so. We agree that any obvious errors in pricing or arithmetic discovered in the priced documents before acceptance of this offer will be dealt with in accordance with the Alternative 1 procedure set out in JCT Practice Note 6 – Main Contract Tendering. We undertake in the event of your acceptance to execute with you a formal contract embodying all the conditions and terms contained in this offer within 14 days of being required to do so by DFRS.

We will keep our bid valid and open for acceptance by DFRS until the expiry of 90 days from the last date for receipt of tenders. We understand you are not bound to accept the lowest or any tender you may receive any you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

We declare that to the best of our knowledge the responses submitted to the Invitation To Tender Document are correct and a true representation. We understand that the information will be used to assess our organizations ability to deliver DFRS's requirements. We understand that DFRS may reject the bid if there is a failure to answer all relevant questions fully of if false or misleading information is provided.

Signed by (block capitals).....

On behalf of (block capitals).....

Signature.....

Position (block capitals).....

Date.....

TENDER CERTIFICATE

This certificate must be completed and returned with the Form of Tender.

Collusive Tendering

The contractor declares that this is a bona fide tender, intended to be competitive, and that they have not fixed or adjusted the amount of their tender by or in accordance with any agreement or arrangement with any other person. The contractor has not, at any time before the hour and date specified for the return of this tender:-

- a) communicated the amount or approximate amount of the tender to any person except where necessary to obtain premium quotations required for the preparation of the tender.
- b) entered into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender submitted.
- c) offered, paid, given or agreed to offer, pay, give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done causing or having caused to have done in relation to any other tender or proposed tender for the work any act or thing of the sort described above. The contractor accepts that anyone acting on their behalf who behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, DFRS may cancel to contract and recover all costs and losses.

In this certificate the word "person" includes any persons, anybody, any associated corporate body or any unincorporated body. The word "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Control of Substances Hazardous to Health Regulations 1988 (COSHH)

The Contractor shall ensure that all work under his control complies with the COSHH Regulations 1989. All appropriate personnel must be aware of and properly trained in the application of the Regulations. The Contractor must comply with all procedures laid down in the Regulations and the supporting Codes of Practice. The Contractor will be required to keep on site, for inspection, a COSHH Assessment (under Regulation 6) for all relevant materials and substances proposed for use in the execution of the works. This requirement applies to all materials and substances used by suppliers and sub-contractors. All sub-contractors and/or suppliers must provide the main contractor with a COSHH "Assessment" (under Regulation 6) as above.

The main contractor must provide all necessary training, directions, labour, plant and equipment for the proper use of materials and substances for which an "Assessment" is required. When requested, the main contractor must demonstrate that all necessary working practices and precautions will be taken in the use of relevant products.

Clause Concerning Corruption

If the Contractor shall have offered or have given, or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do, or for having done or fore-borne to do, any action in relation to the obtaining or execution of this Contract or any other contract with the Authority, or for showing or fore-bearing to show favour or disfavour to any person in relation thereto, or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Authority the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall be given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be entitled to cancel this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation.

Endorsement

The reward of this Contract shall not entitle the Contractor to endorse its products or services by reference in any way to the Derbyshire Fire Authority nor shall the Contractor exhibit or display for advertisement or otherwise any goods, equipment or vehicles to be supplied under the Contract to the Authority (whether the property in such goods, equipment or vehicles shall have passed to the Authority or not) without the written consent of the Authority.

Insurance and indemnity

The contractor shall indemnify Derbyshire Fire Authority against all claims, actions, losses, damages, costs and expenses, which may be incurred or suffered by the Authority in respect of personal injury to any person or damage to property due to the negligence of the contractor. The contractor shall produce evidence to the satisfaction of the Authority that the contractor is insured against such items.

Information Disclosure

DFRS complies with the Freedom of Information Act 2000 and is committed to the principle of open government. Therefore DFRS will disclose information which it considers necessary to comply with its obligations under the act or, upon request, information which it considers to be in the public interest to disclose.

Signed by (block capitals).....

On behalf of (block capitals).....

Signature.....

Position (block capitals).....

Date.....