



PRELIMINARIES,
SPECIFICATION

AND

SCHEDULE OF WORKS

FOR

REPAIR WORKS TO
SNATTS ROAD CEMETERY
BOUNDARY WALL
(YEAR 4)

AT

SNATTS ROAD CEMETERY
SNATTS ROAD
UCKFIELD
EAST SUSSEX TN22 2AL

FOR

UCKFIELD TOWN COUNCIL

(TENDER EDITION)

Reference:- PM/YM/173683/JFQ

Date:- April 2019

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PART 1

PRELIMINARIES

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| SECTION ONE: | PRELIMINARY PARTICULARS |
| SECTION TWO: | CONTRACT PARTICULARS |
| SECTION THREE: | GENERAL FACILITIES,
OBLIGATIONS AND RESTRICTIONS |

PRELIMINARIES**SECTION 1: PRELIMINARY PARTICULARS****Project Name**

- A Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

Project Location

- B Snatts Road Cemetery
Snatts Road
Uckfield
East Sussex
TN22 2AL

The Works

- C Repairs to pointing and damaged brickwork to the front boundary wall and redecoration of railings and gates at Snatts Road Cemetery.

Name of Employer and Consultants

- D Employer: Uckfield Town Council
Uckfield Civic Centre
Uckfield
East Sussex
TN22 1AE
- Contact: Mr Mark Francis (Facilities Manager)

- E Contract Administrator: Lawson Queay - Chartered Surveyors
River House
Bellfarm Lane
UCKFIELD
East Sussex
TN22 1AY

Telephone: (01825) 761644
Email: pmyall@lawsonqueay.co.uk

Contact: Mr Peter Myall BSc (Hons)

Certificates for Payment/Invoices

- F Certificates for payment are to be issued by:-

Lawson Queay - Chartered Surveyors
River House
Bellfarm Lane
UCKFIELD
East Sussex
TN22 1AY

The Contractor's VAT invoices are to be sent to the offices of Lawson Queay - Chartered Surveyors for onward transmission with Certificates for Payment.

SECTION 1: PRELIMINARY PARTICULARS (CONTINUED)**Tendering**

- A Tenders shall be submitted on the tender form provided not later than the time and date stated on the invitation to tender. A copy of the Form of Tender is included at **Appendix 2**.
- B If tenders are submitted by post, then proof of posting will not be accepted as proof of delivery.
- C Tendering procedure will be in accordance with the principles of the JCT Practice Note 2012, Alternative 2, which permits the correction of arithmetical errors.
- D The cost of tendering shall be borne by the Contractor.
- E The Employer does not undertake to accept the lowest or any tender.
- F The Contractor's tender is to be open for acceptance for a period of 12 weeks from the closing date fixed for submission of tenders.
- G The Contractor's tender is to be on a fixed price basis excluding VAT.
- H The Contractor shall submit one copy of his priced Specification/Schedule of Works with his tender. All items shall be extended and totalled in black ink suitable for making photocopies.

Tender Qualifications

- J The Contractor's attention is drawn to the fact that should his tender contain any qualifications which cannot be justified, it will not be considered for acceptance.
- K Should the Contractor require any interpretation of a Contract Condition, or an item within the Specification he must seek clarification prior to the date of tender and his tender must include for any financial implications. Any question raised and any reply given will be circulated to all Contractors tendering.

Errors Discovered Before Award of Contract

- L Errors found when examining the priced Specification/Schedule of Works will be dealt with in accordance with JCT Practice Note 2012, Alternative 2, which permits the correction of arithmetical errors.

Quality and Quantity of Work

- M The Specification and Schedule of Works must not be regarded as a complete statement of everything included in the Contract. The tender must include for all work described in the Contract Documents as a whole, apparent or implied as being necessary for the complete and proper execution of the works.

Method of Measurement

- N The quantities stated in the Specification are not measured in accordance with the Standard Method of Measurement of Building Works 7th Edition and the Contractor is to make due allowances in his pricing for the actual extent of works required.

SECTION 1: PRELIMINARY PARTICULARS (CONTINUED)**Pricing Individual Items**

- A The Contractor shall price each item individually. Costs relating to items which are un-priced will be deemed to have been included.
- B The Contractor shall include for all overheads and profits within the prices inserted against specific items. Any Specification/Schedule of Works submitted that shows overheads and profits as a separate item, or as an overall additional rate to those items, shall not be accepted for consideration.

Pricing Preliminaries & General Conditions

- C The pricing of Preliminaries and General Conditions is to be by way of fixed amounts in respect of the whole of the works included in the Specification and Schedule of Works and including works covered by Provisional Sums.

Variations

- D No variations shall vitiate this Contract, nor will any claim be allowed for loss of establishment or overhead charges and profits due to any reduction or omission of any work included in the Specification or Schedule of Works.

Provisional Quantities and/or Items

- E Some items in the Schedule of Works are provisional and the work undertaken will be measured as work proceeds and paid for only at the unit rate quoted. All provisional quantities and/or items are subject to instruction by the Contract Administrator and no claim will be allowed for any loss of establishment or overhead charges or profits due to any reduction or omission of any work included in the provisional quantities and/or Items.

Provisional Sums

- F Provisional Sums included in this Specification are subject to instruction by the Contract Administrator. No claim will be allowed for loss of establishment or overhead charges and profit due to any reduction or omission of any work included in the Provisional Sums.

Site Conditions

- G The Contractor shall visit all sites before tendering and ascertain for himself their positions, means of access, communications, services, nature, and all conditions, physical constraints and restrictions likely to affect the execution of the Works and is to make due allowance for such in his tender. No subsequent claim for any want of knowledge in respect of such conditions will be considered.
- H All arrangements for visiting the sites and any enquiries appertaining thereto are to be made through:-

Lawson Queay - Chartered Surveyors
 River House
 Bellfarm Lane
 Uckfield
 East Sussex TN22 1AY

Telephone: (01825) 761644.
 Email: pmyall@lawsonqueay.co.uk

Contact: Mr Peter Myall BSc (Hons)

SECTION 1: PRELIMINARY PARTICULARS (CONTINUED)**Site Conditions (Continued)**

- A Under no circumstances will tenderers visit the sites without prior arrangement with the above.

Drawings

- B Not applicable.

Contract Documents

- C The Contractor is to give immediate written notice of any discrepancies within the Contract Documents to the Contract Administrator. The Contractor is to work to figured dimensions only and, where possible, dimensions are to be checked on site.

Insurances**Insurance Generally**

- D The Contractor's Insurers should be either a Company belonging to the British Insurance Society or Lloyd's Underwriters.

Insurance Claims

- E 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, forthwith give notice in writing to the Employer and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give notice such.

SECTION 2: THE CONTRACT AND PROFESSIONAL INDEMNITY INSURANCE

THE FORM OF CONTRACT

- A The Articles of Agreement and Conditions of Contract shall be the Minor Works Building Contract 2011 Edition (MW 2011) incorporating Amendment 1 dated March 2015 as issued by the Joint Contracts Tribunal and as further amended as described in **Appendix 1**.
- B The Contract will be executed as a Deed.
- C The format of the Contract (which is included at **Appendix 1**) indicates the further amendments which are to be incorporated into the Contract.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS**General Facilities and Obligations**

The Contractor shall allow for all costs in respect of the following:-

- A Labour, materials, plant, tools and vehicles.
- B Scaffolding, trestles, platforms and the like.
- C Site administration and security.
- D Transport for workpeople.
- E Protecting the works from damage including damage by inclement weather.
- F Protection of persons and property both within and outside the sites from damage including damage by inclement weather.
- G Water for the works including temporary storage, distribution and Water Company's charges except where specifically stated to the contrary.
- H Gas, lighting and power for the works including temporary distribution, lamps, etc.
- J Temporary accommodation for use of the Contractor.
- K Temporary telephones for use of the Contractor.
- L Safety, health and welfare of workpeople.
- M Disbursements arising from the employment of workpeople.
- N Removing rubbish, protective casings and coverings.
- P Drying and controlling the humidity of the works.
- Q Temporary fencing, hoardings, screens, fans, planked footways, guardrails, gantries and similar items.
- R Control of noise, pollution and all other statutory obligations.
- S Cleaning of buildings and external areas once works have been completed including all areas affected by the works.

**SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS
(CONTINUED)****Temporary Name Boards and Advertising Rights**

- A Subject to the consent of the Contract Administrator, the Contractor may erect an approved sign written board which may include the names and addresses of the Employer, Contract Administrator and Contractor. The Employer retains all advertising rights and no advertisement, notice or display is to be exhibited without written authority.

Temporary Lighting and Power

- B The Contractor shall arrange for temporary electricity supplies and means of lighting and pay all charges in connection therewith. The Contractor shall provide, maintain and remove on completion all necessary temporary installations at his own cost.

Water for the Works

- C The Contractor shall pay for all charges in connection therewith.

Removing Rubbish etc. and Cleaning Works on Completion

- D The Contractor is regularly required to remove from sites all unrequired materials, debris and rubbish and is to keep the works and the sites clean and tidy at all times. The Contractor is, on completion, to clean the Works thoroughly inside and out, flush all drains and gullies, touch up decorations, clean glass, remove temporary markings, coverings and protective wrappings unless otherwise instructed and leave the whole of the works and the sites clean including all adjacent areas affected.

Maintenance of Roads, Paths etc.

- E The Contractor shall be responsible for making good any damage to roads and footpaths and services underneath or adjoining, whether public or private, if caused by or attributable in any way to the cartage of plant or materials or the execution of the works by either the Contractor or any Sub-contractor under the Contract, and he shall indemnify the Employer against loss and damage or claims by the Local Authority or others for damage to roads, paths etc. by reason of extraordinary traffic.
- F The Contractor shall be responsible for keeping roads, paths, etc. free from dust or rubbish arising from the works.
- G No storage of materials will be allowed on the roads.

Plant, Tools and Vehicles

- H The Contractor shall allow for providing all plant, tools and vehicles necessary for the completion of the works.
- J Plant shall not be used or materials stored in any way which might overload any part of the structure of the building.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Temporary Screens and Protection Internally

- A The Contractor shall provide all necessary hoardings, fees, scaffolding, temporary screens and the like for execution of the works (including all Sub-Contractors work).
- B Provide, erect, maintain, alter and adapt from time to time as necessary temporary barriers, weatherproof and dustproof screens, tarpaulins, dust sheets and the like as may be necessary for the proper execution of the work and safety of workpeople and general public.
- C Dismantle and clear away all temporary screens, etc. on completion.

Upkeep of Documents on the Site

- D At all times, the Contractor is to keep and maintain on site one complete copy of the Contract Documents including all amendments, instructions, variations and the like, which may also be used by the Contract Administrator.

Contractor's Supervision and Site Administration

- E The Contractor shall be responsible for supervision and administration of all sub-contracts and contracts of sale etc; and is to arrange and monitor a programme for each sub-contractor and supplier and obtain and supply information as necessary for the co-ordination and timely completion of the works.
- F The Contractor shall provide full and adequate supervision and site administration during the progress of the Works and shall keep a competent and authorised agent or general foreman, approved by the Contract Administrator (which approval may be withdrawn at any time), constantly on the Works. Such authorised agent or general foreman shall give sufficient time to the supervision of the Works, to the satisfaction of the Contract Administrator and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Contract Administrator or his Representative. In the absence of the regular agent, the Contractor shall nominate a deputy, approved by the Contract Administrator, to fulfil all the functions of the regular agent.

Labour and Weather Records

- G A record showing the number and description of craftsmen, labourers, sub-contract operatives and other persons employed in connection with the Works on each day of that week shall also be provided. The records shall be subject to verification by the Contract Administrator or his Representative.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Employment of labour in locality of site

- A The Contractor is required to employ local labour, whenever practicable, to undertake the Works.

Master Programme of Works

- B Within seven days of the award of the Contract, the Contractor shall prepare and submit to the Contract Administrator two copies of a Master Programme clearly showing his proposed procedure and timing of the Works including that of domestic sub-contractors by elements and latest dates by which instructions, drawings and other information are required from the Contract Administrator. After acceptance, the Programme shall, if not already in that form, be produced as a bar chart, two copies of which shall be given to the Contract Administrator and one copy kept permanently on site.
- C Actual progress achieved shall be regularly marked upon it for inspection by the Contract Administrator. The Contractor shall revise or update the Programme regularly and if instructed by the Contract Administrator.

Progress Meetings

- D The Contract Administrator will hold a progress meeting midway through the contract period. The Contractor shall attend this meeting and shall arrange for suppliers and subcontractors to attend if required by the Contract Administrator.

Hand Over of Completed Work

- E During the progress of the Works the Contractor shall give a minimum of seven days written notice to the Contract Administrator for inspection of completed stages of work. Prior to the Contractor giving such notice, the Contractor shall fully and thoroughly inspect the work to ensure that it complies in every respect with the requirements of the Specification and, only when the Contractor is satisfied that this has been achieved, shall notice be given to the Contract Administrator which shall incorporate a written statement to that effect. Any defects noted at that stage shall be rectified by the Contractor within seven days.
- F The Contractor shall still retain responsibility for work found at a later date to be not in accordance with the Specification/Schedule of Works.
- G The Contractor should be aware that it is his primary responsibility to ensure compliance of the work with the Specification/Schedule of Works. Work that does not comply with the Specification/Schedule of Works shall be rejected and no claim for an extension of time which may arise from delays in the Contractor achieving the required standard shall be considered.
- H See later requirements under Handover procedure.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Practical Completion

- A Seven days before the Works will be ready for handing over, the Contractor shall inform the Contract Administrator in writing. The formal hand over will not take place until all items listed previously as being unsatisfactory are completed. At the formal hand over, a principal Representative of the Contractor shall accompany the Contract Administrator and a Representative of the Employer on an inspection of the Works. If the inspection shows the Works to be completed in every respect, the Works shall be taken over. Any minor omissions or defects which may be found to exist at that time will be listed and shall be remedied by the Contractor within seven days.

Materials, Goods & Workmanship Generally

- B The Contractor should note that all of the definitions of standard of workmanship contained within the specification are minimum standards to be achieved. Work not in accordance with these standards shall be rejected.
- C All materials are to be used in accordance with the Manufacturer's printed instructions.
- D All materials and workmanship shall conform in all respects with the standards described in the Specification and, where applicable, they are to be of the respective kinds and standards set out in the latest British Standards or British Standard Codes of Practice for which the abbreviations BS or CP are used hereafter.
- E The Contractor shall, upon the request of the Contract Administrator, furnish him with evidence to prove that the materials and goods comply in all respects with the descriptions contained in the Specification.
- F The Contractor's attention is drawn to the fact that the prerogative for alteration of any specified material or article to another material or article lies with the Contract Administrator and it must be distinctly understood that the specified material or article must be included for at Tender stage. If, at a later date, the Contractor obtains consent from the Contract Administrator in writing to substitute another material or article for that originally named in the Specification, the due cost adjustment will be made.

Labour & Sub-Contracting

- G The Contractor shall provide all labour and shall include for all disbursements arising from the employment of labour.
- H No sub-letting or labour only sub-contracts will be allowed without the prior written permission of the Contract Administrator.
- J In the event of any malpractice or misdemeanour, the Contract Administrator may require the removal from site of the workman or workmen concerned.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Labour & Sub-Contracting (Continued)

- A The Contractor shall indicate the names of all proposed sub-contractors together with the type of works to be undertaken in a schedule to be submitted with his tender.

Noise and Nuisance

- B The Contractor is to minimise the effects of, be responsible for and indemnify the Employer against all claims in connection with any form of physical or sensory nuisance arising from the execution of the Works. The attention of the Contractor is specifically drawn to the recommendations contained in BS 5228-1: 2009 + A1: 2014 to which the Contractor shall comply.
- C The attention of the Contractor is drawn to the provisions of Section 60 of the Control of Pollution Act, 1974 and subsequent legislation with reference to the control of noise in relation to any demolition or construction works and the need, particularly where such Works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the local authority what requirements or restrictions, if any, shall apply to the Works in this respect.
- D The attention of the Contractor is also drawn to the provisions of Section 61 of the Control of Pollution Act, 1974 and subsequent legislation, with reference to the issue of prior consent and any application under that Section should be made to the Local Authority on the appropriate form available from them.
- E The Contractor is responsible for complying with any requirements, restrictions or consents, together with any other stipulations including but not limited to the Control of Noise (Codes of Practice for Construction and Open Sites) Order 1984, the Noise at Work Regulations 2005 and BS 5228, to which his attention may be drawn from time to time by the competent authorities and is to allow in his tender for any such compliance. No instruction issued to the Contractor by the Employer shall relieve the Contractor from compliance with the Control of Pollution Act, 1974 and subsequent legislation.
- F The Works will be carried out so as to cause the minimum nuisance to the occupants of nearby buildings whether by noise, dust, smoke or any other form of sensory or physical nuisance.
- G The operation of transistor radios, "Walkmans" or similar appliances will not be permitted.
- H No fires or burning of rubbish on site will be permitted.
- J The Contractor shall ensure that all workpeople engaged upon the Works maintain modesty of dress and behaviour at all times.

Existing Services

- K The Contractor shall be responsible for ascertaining the location of existing services, whether overhead or underground, which may be affected by the Works. All existing services to adjoining premises shall be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption thereof and shall, if necessary, provide any temporary support for the same before the Works commence.

**SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS
(CONTINUED)****Protection of Persons and Property**

- A The Contractor shall provide for the efficient protection of the public, the employer's officers, servants and property and all other visitors or persons using the various premises.
- B The Contractor shall take all necessary precautions to eliminate as far as possible any danger to the public and other persons arising from the Works or movement of vehicles or machinery around the sites.
- C The Contractor shall be responsible for ensuring that all plant is placed and used and all operations carried out in such a manner as to prevent injury to persons or loss or damage to property.

Protection of the Works, Materials and Plant Against Damage and Theft

- D The Contractor shall protect the whole of the Works from damage including damage by weather.
- E The Contractor shall be responsible throughout the Contract for drying out of the Works.
- F Any work damaged or soiled by weather, traffic or other sources due to inadequate or ineffective protection shall be removed and re-executed or otherwise made good by and at the cost of the Contractor and to the satisfaction of the Contract Administrator.
- G The Contractor shall not permit anything to be done that may injure the stability of the Works or building without the written approval of the Contract Administrator. The Contractor will be held responsible for all damage arising through his carelessness or inadvertence in this respect.
- H The Contractor shall adequately safeguard the sites, the Works, products, materials, plant and any existing buildings affected by the Works from damage and theft during the course of the Contract and make good any damage that may occur free of costs to the Employer.
- J The Contractor shall be solely responsible for and shall take all steps necessary for protecting, securing, lighting and watching all places on or about the Works and the sites which may be dangerous to workpeople or to any other person whatsoever.
- K The Contractor shall use reasonable endeavours to prevent the trespass of unauthorised persons on the Works and the trespass of workpeople on adjoining property.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Waste Management

- A The Contractor is to note that he has a duty of care in respect of waste management to comply with the current laws and requirements on waste which is produced by their business. Practical guidance for everyone who is under the duty of care can be found in "Waste Management – The Duty of Care – a Code of Practice" published by H.M.S.O. The Contractor is also required to ensure that all sub-contractors and others employed on the works also comply with the requirements. Failure to fulfil the duties required by the Code of Practice is a criminal offence under the Environmental Protection Act 1990.

Prevention of Spoil Dumping

- B The Contractor shall take all necessary steps to prevent excavated spoil, rubbish, surplus material etc., arising from the Works being dumped on an area other than a licensed or authorised tipping area.

Adjoining Areas of the Buildings

- C Reasonable precautions shall be taken to prevent workpeople, including those employed by Sub-Contractors, from encroaching or trespassing upon any part of the sites or premises not affected by the Works and from trespassing upon adjoining owners' property, except where permission be granted to facilitate the execution of the Works.
- D Every care must be taken to protect adjoining buildings from dust, dirt and damage and the works are to be executed in such a manner as will cause the minimum of inconvenience, disturbance, annoyance or nuisance to the adjoining owner's property.
- E In the event of any damage to adjoining properties subsequently being proved, the Contractor shall make good at their own expense. In any event, the Contractor must indemnify the Employer against any claim in respect of these works.

Party Wall Etc Act 1996

- F The Party Wall etc. Act 1996 is not applicable to these works.

Overtime and Bonus Payments

- G The Contractor shall allow in his Tender for all bonus payments or other incentive payments and overtime, including that caused by weekend working, except that overtime specifically ordered in writing by the Contract Administrator.

Emergencies

- H The Contractor shall arrange a 24 hour emergency service for the period of the Works and provide the Employer with the telephone number of this service. **An answerphone or mobile phone will not be accepted.** In the event of there being no response to a genuine emergency, the Contractor shall reimburse the Employer the full cost of any emergency work undertaken directly.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Hours of site working and overtime

- A Hours of site working shall be confined between the hours of 8.00 am and 6.00 pm, Monday to Friday inclusive and 8.00 am and 1.00 pm on Saturdays. No Sunday or Bank Holiday working will be permitted.
- B Prices are to include all overtime working that the Contractor may determine is necessary to complete the works within the Contract period.
- C The Contractor will be responsible for and must obtain all necessary permits and certificates required in respect of all overtime and weekend working.

Daywork

- D No work will be permitted to be charged as daywork unless written instructions have been received from the Contract Administrator.

Valuations and Certificates

- E The Contractor is required to submit to the Contract Administrator an itemised Valuation at monthly intervals throughout the Contract and subject to those works included within the Valuation being satisfactorily completed, a Certificate of Payment will be issued. The Contractor shall forward to the Employer, via the Contract Administrator, a suitable VAT invoice. The VAT invoice shall be addressed to the Employer but sent to the Contract Administrator for onward transmission with the Certificate for Payment to the Employer. Failure to do so will not allow any claim by the Contractor in respect of non-payment within 21 days.
- F The Contractor's attention is drawn to the fact that materials on site, but not included in the works, will not be included in valuations.

Final Account

- G It is a requirement of the Employer that the Final Account shall be agreed within two months of Practical Completion. The Contractor will be required to provide all necessary documentation to facilitate this requirement. Where the Contractor causes delay, he will be required to pay the additional interest charges incurred by the Employer on the capital expended to undertake and complete the works, this sum being deducted from the Final Certificate.

Value Added Tax

- H The Tender Sum is to be exclusive of Value Added Tax. The Contractor however is required when tendering to give a provisional assessment of the value of those supplies of goods and services contained in his tender which will be chargeable on the Contract at the various rates of Tax and is to state the applicable rates of Tax at the time of tender.

Finance Act 2010

- J The Contractor's attention is drawn to the Act and any subsequent legislation governing these requirements.
- K The Contractor will be required to satisfy the Employer, prior to signing the Contract, that he has an appropriate Sub-Contractor's Certificate from the Inland Revenue.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Finance Act 2010 (Continued)

- A The Contractor is also reminded that it is his duty and responsibility to satisfy himself that all Sub-Contractor's also hold an appropriate Sub-Contractor's Certificate from the Inland Revenue.
- B The Employer is a "Contractor" at the time of tender.

Handover Procedure

- C The Contractor is required to attend a pre-handover and handover meeting with the Employer and Contract Administrator. The Contractor will be responsible for all gas, water and electricity consumed during the works.
- D Contractors will be required to give 7 (seven) days notice of handover date.
- E The Contractor shall note that the Employer will not be required to take handover of any works unless the works and/or related works, administration and the like have been completed to the total satisfaction of the Employer and the Employer's Consultant.

Making Good Defects

- F The Contractor shall allow for importing labour, plant and materials for the purposes of making good defects after the practical completion of the Works.
- G The Contractor should note that access (with reasonable notice) for making good defects must be arranged with the Employer. Access during normal working hours cannot be guaranteed.
- H The Contractor shall allow for all costs he may incur in complying with this clause.

Defects Liability

- J Contractors are required to respond and attend to the following defects within the required time within the twelve months defects period (see subsequent requirement for 24 hour emergency cover).

The Employer classifies defects into the following categories:-

a) Emergencies

Emergencies will constitute an unacceptable security, health or safety risk for the tenant, or involve a defect which if not attended to immediately would be detrimental to the property.

For example, water ingress.

Emergencies must be remedied immediately, i.e. within **2 working hours** of the Contractor being notified, this includes weekends, nights and public holidays.

The Employer will require an emergency out of hours call out telephone number to deal with emergencies. Should the Contractor fail to act upon the call out, then the Employer will use its own emergency call out personnel and deduct all costs incurred from any monies outstanding to the Contractor in addition to a £100.00 administration charge.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Defects Liability (Continued)

b) Urgent Repairs

These can be described as problems which severely inconvenience the users of the building. For example, blocked gullies.

Urgent repairs must be attended to within **24 working hours**.

c) Immediate Repairs

Those problems which render the building difficult to use and cannot be left until the end of the Defects Liability Period. For example, defective ironmongery (provided security is not impaired), sticking doors and windows (again provided security is not impaired), etc.

Immediate repairs must be attended to within **5 working days**.

d) Other Defects

These are defects which can be left to the end of Defects Liability Period, unless it is deemed unacceptable for the users' health and safety, in which case the defect must be attended to within **20 working days**.

At least two weeks before the end of the Defects Liability Period, Consultants will carry out an inspection in conjunction with the Contractor and the Employer and itemise points requiring attention.

24 Hour Emergency Service

- A The Contractor will provide a 24 hour emergency service and attend to any emergencies which may be reported. In the event of the Contractor failing to provide this service, the Employer will arrange for their own operatives to attend site to deal with the relevant defect. The cost of the call-out plus the cost of any work carried out plus 10% administration fee will be deducted from the retention monies held by the Employer. The Contractor will be notified in writing of emergency work completed by the Employer.

Final Defects List

- B Prior to the expiry of the 12 months Defects Liability Period, the Contract Administrator will arrange to inspect the buildings and prepare a list of defects to be attended to as the Contract Conditions. The Contractor is to be invited to attend this inspection.

Health, Safety and Welfare

- C The Contractor shall comply with the Health and Safety at Work Act 1974, the Factories Act 1961 and all other relevant regulations and legislation currently in force and shall allow for compliance appertaining to all workpeople on the site including those employed by sub-contractors and professional advisers.
- D A copy of the Contractor's Health and Safety Policy shall be produced for inspection by the Contract Administrator.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

Health, Safety and Welfare (Continued)

- A The Contractor shall comply with all regulations and legislation and shall implement such procedures, controls and methods of operation and site administration and take all necessary measures to ensure the safety and to protect the health and welfare of all persons operating on and visiting the sites for whatever reason or who might be affected by the undertaking of the works on the sites. The Contractor shall provide and maintain welfare and safety measures to a standard not inferior to that laid down in statutory instruments, rules and orders and subsequent amendments thereto for all workpeople employed on the sites including the employees of sub-contractors.
- B The Contractor shall be responsible for ascertaining whether execution of any order for work will or is likely to involve any interference with asbestos, lead, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installations.
- C In the event of the Contractor ascertaining that execution of an order will or may involve interference with any hazardous substance or installation then the Contractor shall forthwith notify the same to the Contract Administrator and in so doing shall notify him in writing of any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the safety, comfort or freedom of movement of any person likely to be in or near the premises during the execution of the order.
- D The Contractor shall provide all necessary welfare facilities, including WC, secure stores etc. as necessary for the duration of the works and shall remove same from sites.

Control of Substances Hazardous to Health Regulations

- E The Contractor shall comply with the provisions of all relevant legislation or any order or regulation made thereunder insofar as they apply to the site or works.

The Construction (Design & Management) Regulations 2015

- F The works are notifiable under the Construction (Design and Management) Regulations 2015, and therefore all Section are applicable to the works. All parties must therefore ensure they discharge their duties accordingly. This includes all relevant documentation.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS (CONTINUED)

The Construction (Design & Management) Regulations 2015 (continued)

- A The Contractor will be responsible for compliance with the Construction (Design and Management) Regulations 2015 and the duties of any duty holder to which he is appointed. The Main Contractor shall be deemed to be the Principal Contractor in respect of these Regulations.

Parties

- B The Client:

Uckfield Town Council
Civic Centre
UCKFIELD
East Sussex TN22 1AE

Tel No. 01825 747791

- C Principal Contractor:

To be confirmed

- D Principal Designer:

Lawson Queay Chartered Surveyors
River House
Bellfarm Lane
UCKFIELD
East Sussex TN22 1AY

Tel No. 01825 761644

Health and Safety Plan

- E The Construction Phase Health and Safety Plan must be submitted by all tenderers with their tender. A copy of the Pre-construction information is included at **Appendix 3**, as well as Key Identified Risks at **Appendix 4**. Information included in these documents must be considered and allowed for within the Construction Phase Health and Safety Plan. This will be used as part of the analysis to determine whether or not competent and serious consideration has been given to and suitable provision has been made for the control, management and minimisation of the risks and issues raised in the Pre-Construction Information together with any other issues subsequently identified and as well as providing further relevant information, for example, as indicated within the approved Code of Practice. The Construction Phase Health and Safety Plan must consider Asbestos Surveys at **Appendix 6**.
- F The Contractor will not be allowed to commence construction works until he has provided an adequate Health and Safety Plan.
- G The Tendering Contractors must submit the Health and Safety Plan with their tender or arrange for it to be provided within three days of request.

SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS **(CONTINUED)**

The Health and Safety File

- A An indicative check list of the items to be included within the Health and Safety File is included at **Appendix 5**.
- B Continual co-operation from all parties is required to assist the Principal Designer in monitoring the production of the Health and Safety File.

Generally

- C It will be the responsibility of the appointed duty holder to ensure that all duties designated to them are fulfilled.
- D Ensuring the competence and resources of any Consultants, Suppliers or Sub-Contractors or other proposed appointment is the duty of the person appointing that party.
- E The Architect/Surveyor/Supervising Officer's agreement to any such proposed appointment does not remove the duty from the person making the appointment and such agreement will not imply or indicate that the Architect/Surveyor/Supervising Officer considers the proposed appointment to be competent or to have provided adequate resources within the meaning of the Regulations.
- F It will be the responsibility of the appointed Duty Holder to ensure that all duties designated to them are fulfilled.
- G Ensuring the competence and resources of any Consultants, Suppliers or Sub-Contractors or other proposed appointment is the duty of the person appointing that party.

Fire Precautions

- H The attention of the Contractor is drawn to publications by HSE books 'Fire Safety in Construction' and FPA 'Fire Prevention on Construction Sites', and he must observe the recommendations where relevant to the Works.
- J The Contractor shall take all necessary precautions to prevent the risk of fire and shall provide firefighting equipment for dealing with localised fires that may arise during the course of the Works. All items that may be a fire hazard must be safely and securely stored when not in use. The Contractor shall ensure that no materials arising from waste alteration or demolition work are left in such a way as to cause a fire hazard. No burning of building debris or materials is to be carried out on site areas.

Asbestos

- K The Contractor shall comply with the provisions of all relevant regulations or any matters or regulations made thereunder insofar as they apply to the site or works.

**SECTION 3: GENERAL FACILITIES, OBLIGATIONS AND RESTRICTIONS
(CONTINUED)****Asbestos (Continued)**

- A Where Asbestos or materials containing (or possibly containing) Asbestos are to be stripped out, licensed specialist Contractors are to be used. Where working in an existing building and where no Asbestos has been previously identified, the Contractor shall take all necessary steps to ensure that any Asbestos present (or materials which might contain Asbestos) is brought to the attention of the Contract Administrator as soon as it is discovered. On no account shall the Contractor work in an area where the presence of Asbestos is suspected until such time as the area is declared safe. In all cases the Contractor will comply with all current relevant legislation, codes of practice and guidance issued by the HSE including the Approved Code of Practice (ACOP) dealing with the 'Management of Workplace Asbestos', etc. relating to the management, handling and disposal of Asbestos.

Statutory Obligations, Notices, Fees & Charges

- B The Contractor shall give all Notices etc. required under Clause 5.1 of the Contract and pay all fees legally demandable in connection with the works.
- C The Contract documents and everything contained therein shall be treated as private and confidential. In particular, no information, drawing or photograph concerning the works shall be published unless previously approved by the Contract Administrator. The Contractor shall not allow any operative to discuss any matter relating to the Employer or the work with any group or individual without the express prior consent of the Contract Administrator.

COLLECTION

PRELIMINARIES & GENERAL CONDITIONS

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TOTAL TO GENERAL SUMMARY

PART 2

SPECIFICATION

PART 2 - PREAMBLES

GENERALLY

- A The work shall be carried out in accordance with the drawings and specification which will accord with current building practice as dictated by the Building Regulations and the NHBC requirements and to the reasonable satisfaction of the Contract Administrator. The materials and workmanship shall be to the highest standards throughout and shall comply with the relevant British Standard Specification and British Standard Codes of Practice. Where manufacturer's names or products are mentioned or processes referred to, the Contractor may use an equal and approved type subject to the approval of the Contract Administrator.
- B All works must be executed by properly skilled and experienced persons equipped with all necessary tools, plant and equipment. Workmanship shall, as a minimum, comply with the recommendations of the current relevant British Standards, including BS8000 and British Standard Codes of Practice where such exists and/or the workmanship clauses contained within the current edition of the National building Specification. Where there is a conflict in standards between these documents or any other workmanship standards laid down within any of the documents and/or publications referred to within this Specification, the higher standards shall apply. In any case, workmanship shall be in accordance with good building practice and of a standard suitable for the purpose of the work stated in, or reasonably inferred from the Contract Documents.
- C The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his Contract Sum for the works specified and that his Contract sum covers all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.
- D The Contractor shall provide at his own expense any designs, tests, calculations and further drawings that may be required to enable the project to be completed.

British Standards

- E Where materials, articles and/or workmanship are specified to be in accordance with a British Standard Specification and/or British Standard Code of Practice, this is deemed to mean the latest issue of the British Standard Specification of British Standard Code of Practice, together with any amendments.

Specification

- F Any specification or description of materials and workmanship contained in these Preambles shall apply to items in this specification. Unless specific materials are specified in the schedule of works, then the requirements of this section will apply.

Proprietary Brands

- G Where materials or articles are described as proprietary brands or makes, these are to be used and/or fixed in accordance with the manufacturer's printed or written instructions.

Samples of Materials

- H Where necessary the Contractor is to submit samples of materials and is to obtain the Local Authority and Contract Administrators approval of same before commencing to use them in the works. The Contractor shall allow a period of 15 working days for approval to samples.

GENERALLY (CONTINUED)

Building Act

- A All work should be in accordance with the current Building Regulations at the date of submission of the application for Building Regulations approval, and applicable Building Legislation.

Approvals

- B Approval for any outstanding Planning matters, Building Regulations, Water Bye-Laws, Highways, drainage, street numbering, and for any other relevant legislation applicable to the development must be obtained by the Contractor. Copies of the approvals must be provided.

Contract Administrator's Approval

- C The term "Approved", "Directed" or "Selected" shall mean to the approval, direction or selection of the Contract Administrator.
- D Consideration to alternative materials will be given by the Contract Administrator but no such alternative materials shall be used without the prior approval of the Contract Administrator in writing.

Fix Only or Lay Only

- E The terms "Fix Only" or "Lay Only" shall be deemed to include unloading, storing, hoisting the goods and materials and returning packing materials to the nominated supplier carriage paid and obtaining credits thereof.

Re-use from Store

- F The term "re-use from store" shall be deemed to include selecting, cleaning, removing from store to the appropriate location of the works and fixing.

Supply only

- G The term "supply only" shall be deemed to include the cost of materials and goods, delivery to site, unloading, storing, returning packings carriage paid and obtaining any credits thereof.

Supplied

- H The term "supplied" shall be deemed to include the cost of unloading, storing, hoisting the goods and materials and returning packing materials carriage paid and obtaining any credits therefrom but it shall be deemed to exclude the cost of materials and goods and delivery to the site.

Fixing by

- J The term "fixing by" used in conjunction with any method of fixing shall not be deemed to include any fixing materials but shall be interpreted as a definition of fixing method only.

Materials

- K Material and components (including all imported materials, e.g. topsoil), where no other higher standard is stated elsewhere within these documents shall, as a minimum, comply with the relevant and current British Standards. All materials shall be obtained from approved manufacturers and suppliers and properly stored and protected from water, frost and inclement weather. Any damage or defective materials shall not be incorporated in the works but removed from site and replaced with sound.

GENERALLY (CONTINUED)

Materials (Continued)

- A Durability, suitability and replacement availability must be taken into account in the selection, use and proposed positioning of building components, materials, fittings, fixtures, furniture and equipment.
- B All British Standards and British Standard Codes of Practice used in this specification refer to current metric versions of such standards or codes except where (1) metric standards or codes have not yet been introduced, or (2) specific reference is made in the item description to the imperial version of such standards or codes. Where British Standards and codes of practice not referred to specifically where one exists for any area of work this will be deemed to be referenced and works must comply.
- C All proprietary materials and products shall be used, stored, mixed and applied, assembled and fixed in strict accordance with the Manufacturer's instructions. The Contractor shall obtain printed instructions in respect of all proprietary materials and products used. Copies of the instructions are to be distributed to the operatives of the Contractor and any sub-Contractors.

Deleterious Materials

- D Materials which are recognised as being (or potentially being) deleterious will not be used in connection with the works.
- E Where there is NO ALTERNATIVE but to use materials that are known or considered to be harmful (or potentially harmful) to health during the construction process, Designers/Specifiers/Contractors will draw attention to the particular substance/material in tendering and design information pointing out the hazards and risks involved and advising all those that might need to be aware of the hazards and necessary precautions (including the Planning Supervisor).
- F Designers/Specifiers/Contractors are required to strictly observe and follow all health and safety guidelines and instructions in connection with such materials, etc. and where applicable to comply with the COSHH Regulations. A COSHH assessment shall be properly carried out for all materials prior to their use. The COSHH assessment shall not be generic but shall take account of the position and type of use to which the material is to be put and how it is to be used or applied.
- G Where it is known, considered or believed that any material, etc. might continue to be hazardous or harmful (or potentially so) to health following its incorporation into the construction - then that material, etc. will not be used, in any circumstances, on the Society's developments or projects.
- H Attention is drawn to the publication "Deleterious Materials" published by RICS

Asbestos

- J Asbestos and products containing Asbestos will not be used.
- K Requirements relating to Asbestos within existing buildings, etc. or connected with redevelopment, etc. are detailed elsewhere within this Guide.

Lead

- L Lead sheet as flashings, etc. must be handled and used strictly in accordance with the advice of the Lead Development Association and may be used in circumstances where it does not and will not present a health hazard or risk.
- M Lead pipework, tanks, linings, jointing materials or paints containing lead will not be used.

GENERALLY (CONTINUED)

Solvent Based Paints and Substances

- A Solvent based paints and substances must be avoided unless there is no practical substitute or alternative and only then when used strictly in accordance with the manufacturer's instructions and recommendations and in total conformity with the COSHH Regulations, 1988 and further only when they will present **no risk** to the occupants of the building.

Ash/Building Blocks

- B Ash from household incineration plants and/or recycled ash in any form will **not** be used. Building blocks or any other materials which contain ash, which is known or believed to be carcinogenic or deleterious, will **not** be used.

Other Materials Which Are Not To Be Used

- C
- Calcium silicate bricks.
 - Calcium chloride concrete additives.
 - High alumina cement.
 - Naturally occurring aggregates for use in reinforced concrete which do not comply with BS 882: 1992 and/or naturally occurring aggregates for use in concrete which do not comply with BS 8110: 1997.
 - Mundic blocks and Mundic concrete.
 - Woodwool slabs used as permanent formwork.
 - Any other material known or recognised within the industry to be deleterious.

2.1 METALWORK

- D Steel for general metalwork shall be as follows:
- All metal components, structural steel, fixings, fittings, connections shall comply with the current British Standard and shall be suitable for its purpose and location.
- E Cast Iron shall comply with BS 1452: Grade 10.
- F Bolts, nuts and fixing accessories shall comply with BS 4190, BS 4933 or BS 1494 as appropriate.
- G All surfaces of metalwork shall be clean, free from loose millscale and rust. All external metalwork shall be supplied galvanised.
- H Iron or steel unprimed/ungalvanised surfaces shall be chipped, scraped or wire-brushed to remove all dirt, rust and scale. Grease spots shall be removed by a spirit cleaner and rinsed with clean water.
- J Galvanised Iron and Steel shall comply with BS 729, entirely coated with zinc after fabrication by complete immersion in one operation and excess carefully removed. The finished surfaces shall be clean and uniform.
- K The Contractor's attention is drawn to transport and storage of galvanised articles.
- L Galvanised iron or steel surfaces shall be brushed to remove all dirt, etc and shall be washed with a neutral liquid detergent and warm water solution to remove all surface contamination, rinsed with clean water and allowed to dry. Items which show damage to galvanised treatment shall be rejected.

2.1 METALWORK (CONTINUED)

Primers for Metalwork

- A All structural steelwork shall be primed. Iron and steel shall be primed with ICI metal primer zinc phosphate in accordance with manufacturer's instructions. Galvanised steel, zinc sprayed steel and non-ferrous metals shall be primed with 2 coats ICI metal primer zinc phosphate.
- B On delivery to site all metalwork, lintels, ventilators etc shall be carefully stacked/stored well clear of the ground and under cover. Special Metalwork Details
- C Where special metalwork indicated i.e. railings, balustrading, walkways etc. the Contractor to provide complete detailed drawings and shop drawings, for Contract Administrator's approval and Town Planning approval where applicable, prior to fabrication.

2.2 BRICKWORK & BLOCKWORK

Second Hand and Salvaged Bricks

- D All areas of existing brickwork which are to be patched, repaired or rebuilt are to be done in a suitable salvaged or secondhand brick to match the original work.
All salvaged or secondhand bricks are to be sound, free from cracks, indentations, soot or paint, are to have sufficient undamaged arises for the proposed location. All bricks are to be carefully checked for the presence of dry rot fibres. If any dry rot fibres are found, the entire pallet of bricks is to be either removed from site or irrigated with suitable a fungicide by the specialist sub Contractor.

Sample Panel

- E Where new brickwork is required, a sample panel shall be constructed using bricks and pointing to the approval of the Contract Administrator.

Sand

- F The sand shall be natural sand to comply with BS 1199 and 1200 "graded mortar sand for brickwork".

Cement

- G The cement shall be normal Portland cement as specified in concrete works. Cement to brickwork below DPC to be sulphate resisting cement, (if recommended by the Consulting Engineer).

Water

- H As before described in Concrete Work.

Lime

- J The lime shall comply with BS 890 Clause 'B' hydrated lime for building mortar.

Plasticiser

- K Plasticiser if used in lieu of lime shall be Feb mortar plasticiser or equal approved, used in strict accordance with the manufacturer's instructions.

2.2 BRICKWORK & BLOCKWORK (CONTINUED)

Mortar Mix

- A The mortar mix below DPC shall be as detailed by the Contractor's Consulting Engineer, or 1:3 mix cement:sand. Above DPC level the mix for brickwork shall be as detailed by the Contractor's Consulting Engineer, or 1:1:6 mix cement:lime:sand. All mortar shall be thoroughly mixed by machine with only sufficient water to be added to make the mix workable. Mortar which has started to set or has been exposed to frost shall not be used.

Mixing Mortar

- B All mortar is to be mixed on a clean surface and may not be re-worked after setting. Where lime is used the sand, lime and water are to be mixed and allowed to mellow before cement is incorporated.

Brickwork

- C All brickwork shall be approved by the Local Authority and comply with BS 3921.
- D All bricks shall be well soaked before being laid. All joints in the brickwork are to be well flushed up and every fourth course must be grouted in solid. All courses are to be kept level and the perpend to be plumb throughout and no part of the brickwork is to exceed the height of any other by more than 1200mm at any time.
- E All brickwork and partitions are to be bedded and jointed in gauged mortar consisting of one part by volume of Portland Cement as described in "Concretor" one part of lime putty and six parts of clean sharp sand. Brickwork is to be built to course and bonded with existing work where applicable. Unless otherwise described all half brick walls shall be built in stretcher bond and the remaining brickwork to match adjacent.
- F Bricks and blocks shall be wetted as necessary during hot or dry weather. Where faced brickwork is specified from all band courses, string courses, plinths etc to match the existing. Care should be taken to keep all face work free from mortar droppings.
- G The brickwork shall include all feature bands, corbels etc., and brick cills. External reveals at openings shall always be half a brick. Structural brickwork shall be as specified or detailed by the Contractor's Consulting Engineer and shall be in accordance with BS 5628 and 8000 Pt 3 2001 and BS CP3.

Bond

- H New brickwork generally match the original wall thickness and bond, and must be properly toothed and bonded into the original. All bricks used in the Works are to be whole bricks, batts being allowed only where required for bonding purposes. All finished work shall be thoroughly cleaned down and left free from mortar, cement and other stains.

2.3 LEADWORK

General Requirements

- J All leadwork shall comply with B.S.6915
- K All leadwork shall be installed by skilled lead workers in accordance with the recommendations of the Lead Sheet Association as contained in the latest edition of their publication "Lead Sheet in Building : A Guide to Good Practice".

2.3 LEADWORK (CONTINUED)

Materials

- A Lead shall be the best milled sheet lead to B.S.1178, of uniform thickness and texture, free from all imperfections and of the weight specified.
- B Solder shall conform to B.S.219 Grade J.
- C Copper clips shall be cut from minimum 0.6mm sheet to B.S.2870 designation C 104 .75 hard temper.
- D Nails shall be copper to B.S.1202 Part 2, Table 2 jagged shank minimum 25mm long with large flat heads.
- E Screws shall be brass to B.S.1210.
- F Bitumen shall be black coating solution to B.S.3416 Type 1.
- G Underfelt shall be inodorous felt to B.S.747 Type 4A

Workmanship

- H Coating backs coat with bitumen any lead in close unventilated contact with concrete, mortar or other alkaline materials.
- J Fixing generally fix lead securely in a manner that will permit unrestricted thermal movement but will not permit wind disturbance. Do not use solder unless specified or unavoidable.

Patination Oil

- K Apply a thin coat of quick drying weathering oil to all new leadwork to protect adjacent materials from staining.

2.4 PAINTING, DECORATING AND FINISHES

Generally

- L All work shall be carried out in accordance with BS 6150 (Code of Practice for Painting of Buildings).

Delivery

- M All paints, varnishes and other surface coatings shall be delivered in sound and sealed containers, labelled clearly by the manufacturer, the label or printed container stating:-
 - (a) the type of product
 - (b) the brand name, if any
 - (c) the use for which it is intended
 - (d) the manufacturer's batch number
 - (e) the 'use by' date.

Storage

- N All materials shall be kept in a dry, clean store, protected from frost.

Protection of the Works

- P The Contractor shall allow for all dust sheets, screens, masking etc. required to thoroughly protect both new and existing work, fixtures and fittings and shall clear away the same upon completion.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Protection of Wet Surfaces

- A Adequate care must be taken to protect surfaces while still wet, by the use of screens and "wet paint" signs where necessary.

Removal of Ironmongery etc.

- B All surface fixed ironmongery, fittings, etc. except hinges shall be removed before painting and refixed on completion.

Make Good and Clean Works on Completion

- C Make good all damage consequent upon the work and remove all temporary maskings, coverings and protective wrappings, surplus materials and rubbish. Leave the site clean and tidy including removing all splashes, deposits and efflorescence and including all drips and deposits left from previous redecoration work. Touch up minor faults in new work to a careful match. Redecorate badly marked areas back to suitable breaks or junctions.

Remedying Defects due to Defective Materials

- D All unsatisfactory materials shall be immediately removed from the site, and any work executed with such defective materials shall be made good by the Contractor at his own expense.

Materials

Same Maker's Materials used for Coating

- E Whilst materials for the works may be obtained from several makers, primers, fillers and undercoats and finishing coats for a particular surface must be obtained from the same maker (i.e. one maker's finishing coat must not be applied over another maker's undercoat).
- F Paint materials and stains are to be chosen from the following list of manufacturers and are to be of their first quality:-

<u>External joinery</u>	ICI Paints Group (incorporating Dulux) Weathershield range.
<u>Internal joinery</u>	Crown Paints (incorporating Berger) Sigma Coatings Akzo Coatings plc (incorporating Permoglaze, Sikkens)

"Hammerite" Paint

- G Hammerite Paint shall be manufactured by Finnigan's Division of Hunting Lubricants and Specialised Products, P O Box 67, Cross Green Industrial Estate, Leeds LS1 1LS.

Knotting

- H Knotting shall comply with BS:1336.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Stopping and/or Filler

A Stopping and/or filler for:-

- (a) plasterwork shall be a plaster based filler.
- (b) concrete, rendering or brickwork shall be of similar material to the background and shall be finished with a similar texture.
- (c) asbestos cement and asbestos based insulating board shall be either a plaster based filler for internal work or a cementitious based filler for external work
- (d) internal woodwork, hardboard, fibreboard and plywood shall be putty complying with BS 544 and shall be tinted to match the colour of the undercoat
- (e) clear or stained finished woodwork shall be a stopping tinted to match the surrounding woodwork.

Primers Generally

B All primers shall be compatible with the background and subsequent decorative coatings, eg. Weathershield. The recommendations, instructions and specification of the manufacturer shall take precedent over the specifications detailed below. The use of acrylic primers is forbidden.

Primers for Softwood Work

C Primers for softwoods shall be low lead interior and exterior quality obtained from the maker of subsequent coats and complying with BS 5358:1976.

Primers for Hardwood or Resinous Woodwork

D Primers for hardwood or resinous woodwork shall be an aluminium primer obtainable from the maker of subsequent coats.

Primer for Fair Faced and Alkaline Surfaces

E Primer for alkaline surface shall be a solvent based primer obtained from the maker of the undercoat and finishing coat.

Primers for Zinc, Iron and Steelwork including Galvanized Steel

F Primer for zinc, iron and steelwork shall be calcium plumbate priming paint complying with B.S.3698, Type A.

Primers for Brickwork, Plaster, Hardboard, Fibreboard, Plasterboard and Asbestos Free Fire Resistant Insulating Board and Previously Emulsioned Painted Surfaces

G Primer for the above materials shall be a suitable primer/sealer as recommended by the maker of the undercoat and finishing coat.

Polyurethane Varnish (one pack)

H Polyurethane varnish (one pack) shall be single pack polyurethane varnish, interior or exterior quality as applicable.

Stain Finish

J Stain finish shall be single pack stain, interior or exterior quality as applicable.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Linseed Oil

- A Linseed oil shall comply with BS 6900.

White Spirit

- B White spirit shall comply with BS 245.

Size

- C Size shall comply with BS 3357

Workmanship Generally

- D All painting and decorative work, including preparatory work, shall be carried out by skilled tradesmen in accordance with BS 6150:1982, BS 8000: Part 12, and the various manufacturer's printed instructions and recommendations.
- E Prior to internal decorating generally one room designated by the Contract Administrator shall be completely decorated and after approval of quality of finish shall be used as a standard for the work. Any extra cost in carrying out such decoration in advance of the general work shall be deemed to be included in the Contract Sum. The painted surfaces of this room shall be made good and touched up as necessary when so directed by the Contract Administrator prior to commencement of the remainder of the work.

Stirring of Materials

- F The contents of all cans and containers of all materials must be properly and thoroughly stirred before and during use and shall be suitably strained as and when necessary.

Brushwork

- G Unless otherwise described all coatings shall be applied by brush. Written permission must be obtained from the Contract Administrator for the application of coatings by spray or roller where not so described and if permission is granted such application shall not result in extra cost to the Employer.

Cleanliness

- H All brushes, tools and equipment shall be kept in a clean condition and surfaces shall be clean and free from dust during painting. Painting shall not be carried out in the vicinity of other operations which might cause dust. At the start of each working day prior to carrying out any painting, varnishing, staining or other work which may be adversely affected by dust the Contractor shall vacuum clean, sweep or wash down all floors and other surfaces from which dust contamination is likely, and shall maintain and repeat all necessary protective measures until each successive coat has dried.
- J Any such contamination arising from the Contractor's failure to provide adequate protective measures shall be made good at the Contractor's expense.
- K The Contractor shall provide a suitable lockable moveable receptacle, into which are to be placed all the liquids, slop washings, etc. which are on no account to be thrown down any of the gullies, manholes, sinks, lavatories, w.c.s or any other sanitary fittings. All solid refuse or flammable residues must be removed from the site to registered tipping sites.

Coatings to be Dry

- L All coatings shall be allowed to dry thoroughly before succeeding coats are applied.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Rubbing Down

- A All undercoats for oil paints and clear finishes shall be rubbed down to a smooth surface with abrasive paper and all dust removed before the succeeding coat is applied.

Painting in Unsuitable Conditions

- B No coatings shall be applied to surfaces affected by wet, damp, foggy or frosty weather or other unsuitable conditions, or to any surface damp with moisture. If it is desired to proceed with painting when the temperature is below 5°C the permission of Contract Administrator must be obtained.

Preparation of Surfaces

Generally

- C Preparation of the surfaces shall be undertaken STRICTLY in accordance with the schedules as set out below. Any work not so prepared SHALL BE REJECTED irrespective of the stage of finishing that has been reached.

Definition of "Make Good"

- D The term "make good" used in the following descriptions shall be deemed to include for treating any mould, salt contamination or algae infected surfaces with an appropriate fungicidal solution; filling and making good with appropriate materials all cracks, holes, depressions and other defects in the various surfaces to be redecorated; making good all loose and defective putties and flexible sealant work; for reglazing any cracked or otherwise defective panes; for rubbing down all fillings etc., smooth and level with adjoining surfaces; for treating all chalky and friable surfaces and all surfaces to control porosity with an appropriate primer/sealer and for properly rubbing down, touching up with appropriate primer and bringing forward all bare or flaked patches of old decoration. In the case of old rendered or plastered surfaces any defective patches, large cracks etc. shall be cut out for the necessary widths and lengths with undercut edges to form a proper key and the work reinstated to match the remainder.

Note: Reglazing of panes cracked at the commencement of the works shall be paid for in accordance with the relevant rates contained in the Schedule of Works relating to glazing. Any panes subsequently broken shall be replaced by and at the cost of the Contractor except where such panes are damaged by the Employer or his servants. Making good to existing damaged rendered, plastered or concrete surfaces (large cracks/patches only) shall be measured and paid for in accordance with the relevant rates contained in the Schedule of Works relating to plaster/render/concrete repairs. It should be clearly understood by the Contractor that all minor or face filling and other matters detailed above shall be included in the rates for decorations.

Preparation of Previously Undecorated Surfaces

Stopping and/or Filler

- E Unless otherwise described, stopping and/or filler referred to in the following clauses shall be the appropriate material as previously described.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Decorating Materials

A All paint is to be obtained from:

Dulux
Berger
Blundell Permoglaze Ltd
Hadfields (Bestobell Paints & Chemicals Ltd)
ICI Ltd Paint Division
Johnstones Paints Plc

or other approved by the Contract Administrator in writing and used strictly in accordance with the manufacturer's recommendations and shall be lead free paint complying with BS 4310.

B Black bituminous paint shall comply with BS 3416 Type I for general use. Knotting shall comply with BS 1336. White spirit shall comply with BS 245.

C The priming is to be specially selected for the purpose for which it is required in accordance with the manufacturer's recommendations.

D The primer for metalwork shall be I.C.I. Dulux Metal Primer Chromate or similar lead free primer. The primer for woodwork shall be approved lead free priming paint to BS 5358 which shall be compatible with the subsequent coats and obtained from the same maker.

Stopping

E Stopping for:

- a) Plasterwork shall be a plaster based filler.
- b) Concrete, rendering or brickwork shall be a similar material to the background and shall be finished with a similar texture.
- c) Internal woodwork, hardboard, fibreboard and plywood shall be putty complying with BS 544 and shall be tinted to match the colour of the undercoat.
- d) External woodwork shall be a proprietary filler suitable for the application specified and applied in accordance with the manufacturer's instructions.
- e) Clear finished woodwork shall be a stopping tinted to match the surrounding woodwork.

F Polyurethane lacquer shall be an approved single pack polyurethane (e.g. "Kingston Translac" - A Sanderson & Co Ltd) interior or exterior quality as required. The paint on wood and metalwork to be Gloss Finish. (All shades to be selected by the Contract Administrator).

Plaster, Rendering, Concrete and Brickwork

G All plaster or mortar splashes, etc. shall be removed from plaster, rendering, concrete and brickwork by careful scraping, all holes, cracks, etc. shall be stopped and the whole of the surface shall be brushed down to remove projections, dust and loose material. In addition all traces of grease, oil etc. shall be removed by scrubbing with water and detergent and rinsing with clean water to remove all detergent. When efflorescence has occurred or is suspected painting shall be deferred for a period as required by the Contract Administrator.

Paint Metalwork

H Paint all new metalwork (pipes and radiators to be in heat resistant paint) as follows:

J Wire brush and wash surfaces as necessary, bring forward bare parts, prepare and apply two coats of paint to all surfaces internally and externally. Prepare and apply two coats of bitumastic paint to the inside faces of all metal gutters and hoppers.

2.4 PAINTING, DECORATING AND FINISHES (CONTINUED)

Colours

- A The tints of the undercoats are to approximate those of the finishing colours, but to indicate the number of coats applied a slight difference shall be made in the tint of each.

Approval

- B The preparation of all surfaces must be seen and approved by the Contract Administrator before any coatings are applied.

PART 3

SCHEDULE OF WORKS

EXTERNAL REPAIR WORKS TO SNATTS ROAD CEMETERY BOUNDARY WALL

GENERALLY

- A The following clauses should be read in conjunction with the Preliminaries, Materials and Workmanship Clauses.
- B Each item should be priced separately.
- C The clauses below detail the work deemed to be included when standard works descriptions are used.
- D The site / work areas are located adjacent to public accessible areas. The Contractor must therefore imply all due care and diligence in controlling the sites. The sites must be left safe and secure at all times.
- E Due to budget constraints placed upon this contract, the employer may remove items of work from the contract once tenders are received. The Contract Administrator will assess no claims for loss of profit on any works items omitted and, in this event, will also look to adjust the contractor's preliminaries cost to suit a revised contract sum.
- F The scope of works contained in this schedule may be carried out over separate phases depending on Client's budget constraints. The tendered prices will be adjusted accordingly.

Known Hazards

- G A number of existing services are present around the boundary wall areas, which will have to remain live whilst the works are carried out.
- H The Contractor must provide temporary Heras fencing together with warning signage to secure the site from unauthorised access by the public.

Alternative Products

- J The Contractor may suggest alternative products for elements of the works. Any alternative products should be included on a separate schedule at the time of tendering with the proposed product listed and any cost saving clearly shown. The products specified within this schedule must however be priced at tender stage.

Calculation of Variations

- K The Contractor should indicate his overheads and profit relative to the works below. The variations will be calculated on the basis of the cost plus the overheads and profit indicated. Any Sub-Contractors prices will need to be fully transparent and proven prior to acceptance.
- L Overheads and Profit Applicable to the works%

EXTERNAL REPAIR WORKS TO SNATTS ROAD CEMETERY BOUNDARY WALL

GENERALLY (CONTINUED)

Scaffolding/Access

- A The Contractor shall provide all necessary access equipment to execute all sections of works correctly and to comply with all current relevant Health and Safety Regulations.
- B The method of access should be available for the Contract Administrator to safely inspect the works externally.

Skips

- C Provide adequate skips to remove debris from the works. Positioning to be verified with the Contract Administrator and all necessary licences and permissions obtained from the Local Authority, Police etc. Skips are to be covered or left secure at the end of each working day and remain on site for a minimum time period.

Protection

- D Provide all necessary protection to external finishes not affected during the works and make good any damaged surfaces at completion.
- E Any damage caused to external areas which do not form part of the works are but are used by the Contractor for movement of plant and materials for the works.

Photographic Condition Survey

- F The Contractor is to undertake a photographic condition survey of all internal and external parts of the building prior to commencement of the works.

Access

- G Brick wall located either side of the vehicular access point from Snatts Road. The boundary wall abuts a public accessible footpath adjacent to Snatts Road. The Contractor must ensure that this public footpath remains open throughout the duration of the works. This will require providing appropriate traffic management systems to ensure a safe route of access is afforded to the public at all times. These works are likely to impact on vehicular traffic using Snatts Road, therefore, a traffic light system should be utilised as necessary throughout the duration of the works to safely manage the flow of vehicular traffic. Contractor to obtain License from the Highways Agency allowing partial road closure as necessary to safely undertake the works.

EXTERNAL REPAIR WORKS TO SNATTS ROAD CEMETERY BOUNDARY WALL

GENERALLY (CONTINUED)

Brick Panels

- A Allow to rake out and repoint all existing brick panels separated by brick piers including exposed joints to the rear face of the wall and perpend joints to the roll top brick coping. The existing brickwork lime mortar joints are to be raked out to a minimum depth of 25mm. Allow to carefully repoint mortar joints where previously raked out in a lime/sand mortar, with birds beak finish to match existing.

Roll Top Brick Copings

- B As directed by the Contract Administrator, provisionally allow to neatly cut out and remove 290nr existing damaged or spalled roll top brick copings and dispose from site. Replacement coping bricks to be bedded and pointed in gauged lime/sand mortar and to match existing in size colour and style. Samples of new bricks to be provided to the Contract Administrator before ordering. Quantity to be expended upon written instruction from the Contract Administrator.

Low Level Brick Piers

- C Allow to rake out all lime mortar joints to each brickwork pier. Rake out to a minimum depth of 25mm, and remove all debris off site. Allow to repoint lime mortar joints to each brickwork pier where previously raked out, in a gauged lime mortar, with a birds beak finish to match existing.
- D Allow to carefully remove 4No damaged coping stones located to lower brick built piers in locations as directed by the Contract Administrator and remove off site. Allow to supply and lay 4No new coping stones in locations where previously removed to match existing in every respect. New stones to be bedded on a lime/sand mortar with birds beak finish to match existing.

Brick Piers to Gate

- E Allow to rake out all lime mortar joints to each brickwork pier. Rake out to a minimum depth of 25mm, and remove all debris off site. Allow to repoint lime mortar joints to each brickwork pier where previously raked out, in a gauged lime mortar, with a birds beak finish to match existing.
- F Allow for repairs to 2No ornate stone copings to larger piers located either side of vehicular access gates. Works to be undertaken by a suitable specialist stone mason to reinstate stones to original style including dimensions/shape. New and existing stone surfaces to be tinted to provide consistent finish.

PART 3: SCHEDULE OF WORKS

£ p

EXTERNAL REPAIR WORKS TO SNATTS ROAD CEMETERY BOUNDARY WALL

GENERALLY (CONTINUED)

Metal Gates & Railings

A The Contractor is to mechanically remove all existing coatings by shot blasting back to bare metal, prepare and apply zinc phosphate primer and apply two full coats of metal high gloss finish.

B Cut off and remove the parts of the railings that form wall supports that are embedded within the roll top coping brick. Site weld new replacement galvanised support sections and incorporate into the construction as the brick copings are replaced.

Contingencies

C Allow the **Provisional Sum of £5,000.00** for unforeseen works uncovered during works only to be expended by written instruction from the Contract Administrator.

5,000 00

PART 4

SCHEDULE OF DAYWORKS

PART FOUR

£ p

SCHEDULE OF DAYWORKS

Generally

- A The Contractor shall allow for the following Provisional Sums for Dayworks for use in part or in whole or deducted entirely if not required at the sole discretion of the Contract Administrator.
- B The Contractor shall notify the Contract Administrator or his authorised representative in advance of his intention to submit vouchers relating to specific work and when such work will be undertaken. The existence of such vouchers shall not infer that the work will be valued or approved on a Daywork basis.
- C No Dayworks shall be undertaken without the prior express written approval of the Contract Administrator.

Labour

- D The Contractor shall enter all-in rates inclusive of wages, bonus and other payments, travelling and other labour on costs, all overheads, establishment charges and profit for the following:-
- E Building Craftsman (any trade) 5 Hrs
- F Bricklayer 5 Hrs
- G Painter 5 Hrs
- H Building Labourer 5 Hrs

Materials

- J The Contractor shall enter the percentage which he wishes to add to the net cost of materials (after deduction of trade and other discounts). %

To Collection

SCHEDULE OF DAYWORKS (Continued)

£ p

To Collection

COLLECTION

Page
No.

4/1

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TOTAL TO GENERAL SUMMARY

£

PART 5

GENERAL SUMMARY

PART 5: GENERAL SUMMARY

REPAIR WORKS TO SNATTS ROAD CEMETERY BOUNDARY WALL

		£	p
<u>Page No.</u>			
1/21	PRELIMINARIES AND GENERAL CONDITIONS		
3/4	SCHEDULE OF WORKS		
4/2	SCHEDULE OF DAYWORKS		
		<hr/>	
	<u>TOTAL CARRIED TO FORM OF TENDER</u>	£	
		<hr/> <hr/>	

APPENDIX 1

CONTRACT AMENDMENTS

MINOR WORKS
BUILDING CONTRACT
2011 (MW 2011)
INCORPORATING AMENDMENT 1
(ISSUED MARCH 2015)

BETWEEN

UCKFIELD TOWN COUNCIL

AND

[INSERT]

FOR

REPAIR WORKS TO SNATTS ROAD CEMETERY
BOUNDARY WALL IN UCKFIELD, EAST SUSSEX
(YEAR 4)

In accordance with the JCT Minor Works Building Contract 2011 (MW 2011) incorporating amendment 1 (issued March 2015) and the further amendments as detailed herein.

**THE CONTRACT SHALL BE DEEMED TO BE THE JCT
MINOR WORKS BUILDING CONTRACT 2011(MW 2011)
INCORPORATING AMENDMENT 1 (ISSUED MARCH 2015)
AS DRAFTED BY THE JOINT CONTRACT TRIBUNAL AND
SUCH FURTHER ALTERATIONS, AMENDMENTS AND DATA
AS DETAILED HEREIN.**

**REFERENCES HEREIN TO THE 'FORM AS DRAFTED'
SHALL BE DEEMED TO MEAN THE CONTRACT FORM AND
OFFICIAL AMENDMENTS AS DRAFTED BY THE JOINT
CONTRACTS TRIBUNAL AND PRIOR TO ANY
SUBSEQUENT AMENDMENT.**

PAGES ONE TO SIXTEEN INCLUSIVE OF THE FORM AS DRAFTED
SHALL BE DEEMED DELETED AND THE
FOLLOWING SUBSTITUTED.

ARTICLES OF AGREEMENT

This Agreement is made the

2019

Between **The Employer** Uckfield Town Council whose registered office is at Uckfield Civic Centre, Uckfield, East Sussex TN22 1AE.

And **The Contractor** *[INSERT]* (Company No. *[INSERT]*) of/whose registered office is at *[INSERT]*.

Recitals

Whereas

- First** the Employer wishes to have the following work carried out:
- Repairs to pointing and damaged brickwork to the front boundary wall and redecoration of railings and gates at Snatts Road Cemetery, Snatts Road, Uckfield, East Sussex TN22 2AL (“the Works”) under the direction of the Contract Administrator referred to in Article 3.
- Second** the Employer has had the following documents prepared, which show and describe the work to be done:
- the Specification incorporating the Schedule of Works (as priced by the Contractor) (“the Contract Specification”)
- which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions (collectively ‘the Contract Documents’) are annexed to this Agreement.
- Third** “Clause not used”.
- Fourth** for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars.
- Fifth** for the purposes of the Construction (Design and Management) Regulations 2015 (the “CDM Regulations”) the status of the project that comprises or includes the Works is stated in the Contract Particulars.

Recitals (Continued)

Sixth

the Contract shall be deemed to be the JCT Minor Works Building Contract 2011 (MW 2011) incorporating amendment 1 (issued March 2015) and such further alterations, amendments and data as detailed herein and the Articles, Recitals and Conditions shall have effect as modified by such amendments, alterations and modifications.

Seventh

the Supplemental Provisions identified in the Contract Particulars apply;

Articles

Now it is hereby agreed as follows

Article 1: Contractor's Obligations

The Contractor shall carry out and complete the Works in Accordance with the Contract Documents.

Article 2: Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT Exclusive Sum of;

('the Contract Sum').

or such other sum as shall become payable under this Contract.

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is

Lawson Queay Chartered Surveyors of River House, Bellfarm Lane, Uckfield, East Sussex TN22 1AY

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator or such replacement as the Employer at any time appoints to fulfil that role.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Adjudication

If any dispute or difference arises under this Contract, either party may refer it to adjudication in accordance with clause 7.2.

Articles (continued)

Article 7: Arbitration

Where Article 7 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract, shall be referred to arbitration in accordance with Schedule 1 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are:

- Any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8: Legal proceedings

Subject to Article 6 and (when it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Contract Particulars

Part 1: General

Clause etc	Subject	
Fourth Recital	Base Date	<i>[INSERT]</i>
Fourth Recital and Clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base is not a 'contractor' for the purposes of the CIS.
Fifth Recital	CDM Regulations	The project is not notifiable.
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.)	_____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions (Where neither entry against an item below is deleted, the relevant paragraph applies)	
	Collaborative working	Paragraph 1 applies
	Health and Safety	Paragraph 2 applies
	Cost savings and value improvements	Paragraph 3 does not apply
	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 James Queay BSc (Hons) FRICS IMAPS MFPWS Contractor's nominee To Be Confirmed or such replacement as each Party may notify to the other from time to time.

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
Article 7	Arbitration (if neither entry is deleted, Article 7 and Schedule 1 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 7 and Schedule 1 apply).	Article 7 and Schedule 1 (Arbitration) do not apply.
2.2	Date for the Commencement of the Works	1 st July 2019
2.2	Date for Completion	5 weeks after date of possession.
2.8	Liquidated Damages	At the rate of £250.00 per week or part thereof
2.10	Rectification Period	12 Months from the date of Practical Completion
4.3	Percentage of the Total Value of Work etc	95%
4.4	Percentage of the Total amount to be paid to the Contractor	97.5%
4.8.1	Supply of documentation for computation of amount to be finally certified	3 months from the date of Practical Completion.
4.11 and Schedule 2	Contribution, levy and tax changes	Schedule 2 (Fluctuation Options) does not apply to this contract
4.11 and Schedule 2 Paragraph 13	Percentage addition for Fluctuation Option	Fluctuation options do not apply to this contract
5.3.2	Contractors Insurance – injury to persons or property - Insurance Cover (for any one occurrence or series of occurrences arising out of one event)	£5,000.00

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
5.4A, 5.4B and 5.4C	Insurance of the Works etc – alternative provisions	Clause 5.4C (Existing Structures insurance by Employer in own name) applies
5.4A.1 and 5.4B.1.2	Percentage to Cover Professional Fees	15%
7.2	Adjudication – Nominator or Adjudicator	The President or Vice President or Chairman or a Vice Chairman of the Royal Institution of Chartered Surveyors.
Schedule 1	Arbitration	Not Applicable

Attestation

Note on Execution

This agreement should be executed by both the Employer and the Contractor either under hand or as a deed.

Execution Under Hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign below that, where indicated, and set out, under his signature, his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the alternative deed form.

As Witness the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

In the presence of:

Witness' signature

Witness' name

Witness' address

Signed by or on behalf of
the Contractor

In the presence of:

Witness' signature

Witness' name

Witness' address

AS WITNESS WHEREOF this document was **executed as a Deed** and delivered the day and year first before written.

BY THE EMPLOYER

THE COMMON SEAL of **Uckfield Town Council**

was hereunto affixed in the presence of:-

_____ (Director)

_____ (Director/Secretary)

OR

Hereinbefore mentioned namely **Uckfield Town Council**

acting by a Director and its Secretary or two Directors whose signatures are here subscribed

namely _____

signature _____ (Director)

and _____

signature _____ (Secretary/Director)

BY THE CONTRACTOR

THE COMMON SEAL of _____

was hereunto affixed in the presence of:-

_____ (Director)

_____ (Director/Secretary)

OR

Hereinbefore mentioned namely _____ **(INSERT NAME OF CONTRACTOR)**

acting by a Director and its Secretary or two Directors whose signatures are here subscribed

namely _____

signature _____ (Director)

and _____

signature _____ (Secretary/Director)

Conditions

THE FOLLOWING INSERTIONS, AMENDMENTS AND MODIFICATIONS TO THE FORM AS DRAFTED ARE DEEMED TO BE INCORPORATED AS FOLLOWS:-

Definitions and Interpretations

- 1.1 This clause remains unaltered but the definitions shall be deemed amended as indicated below;

Word or phrase

Meaning

Approximate Quantity:

Approximate quantities where referred to throughout the documents shall only refer to specific items where the extent or work is unknown at the time of preparation of the contract documentation and the item is clearly marked as an 'Approximate Quantity' or 'Approximate Quantities' in the relevant Contract Document.

Amend the definition of "Conditions" by deleting "7" and adding "9". Add to end of definition 'and including any amendments made to and incorporated in the Conditions.

Delete the definitions of "CDM Co-ordinator" and "CDM Planning Period".

Amend the definition of "CDM Regulations" by deleting 2007 and inserting 2015.

Amend the definition of "Construction Phase Plan" by deleting the existing text and inserting "the Plan referred to in Regulation 2 of the CDM Regulations, including any updates and revisions."

Fluctuations Option:

Not applicable

Provisional Quantities:

Provisional quantities where referred to throughout the documents shall only refer to specific items where the extent or work is unknown at the time of preparation of the contract documentation and the item is clearly marked as a 'Provisional Quantity' or 'Provisional Quantities' in the relevant Contract Document.

Agreement etc to be read as a whole:

- 1.2 Add the following wording after 'Work Schedules' in the second line: '(and to include documents entitled Schedules of Work where applicable)'.

Conditions (Continued)

Definitions and Interpretations (Continued)

**Headings, references to persons.
Legislations, etc.**

1.3

Add new clause 1.3.6 to read:-

the 'contents page' has not been modified to incorporate any amendments but this will not in any way affect the validity of the amendments made.

Contractors' Obligations

2.1.1

After Construction Phase Plan; delete '(where applicable) and other' and insert 'and'

Section 2 - Carrying out the Works

Correction of Inconsistencies

- 2.4 Add the following wording after 'Work Schedules in the first line "(and to include documents entitled Schedules of Work where applicable.)"

Add to the end of the clause 'save that where the inconsistency has arisen as a result of information provided by the Contractor to the Employer the Contractor shall be obliged to comply with the instruction/variation issued by the Employer without cost to the Employer.

Divergences from Statutory Requirements

- 2.5.2 Add an additional sentence to the end of the clause: - 'Notwithstanding the foregoing, where the Contract Documents specifically state that any element of the works is to comply with Statutory Requirements, the Contractor shall be responsible for such compliance without cost to the Employer'.

Practical Completion

- 2.9 Delete '3.9.4' and insert '3.9 in respect of the supply of documents and information'.

Section 3 – Control of the Works

Sub-Contracting

- 3.3.2.2 Delete the existing text and footnote [28] and insert the following: 'each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;'

Variations

- 3.6.3 Insert 'Schedule of Works' after the words 'Work Schedules' in the third line.

CDM Regulations

- 3.9 Delete the existing text and insert the following:

'Each Party undertakes to the other that in relation to the Works and the site he will duly comply with applicable CDM Regulations. In particular but without limitation:

1. the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those Regulations;
2. the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;

(Note: Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8).

Section 3 – Control of the Works (Continued)

CDM Regulations (Continued)

3.9 Continued.../

3. whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
4. if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

3.10 Delete the clause heading, number and text.

Section 4 - Payment

Progress Payments and Retention

4.3 Delete '14 days' and insert '21 days' in the final line.

Interim Payments on and after Practical Completion

4.4 Delete '14 days' and insert '21 days' in the final line.

Contractor's Right of Suspension

4.7.1 Delete '7 Days' and insert '14 Days' in the fourth line.

Final Certificate

4.8.2 Delete '14 Days' and insert '21 Days'.

Section 6 - Termination

Default by Employer

6.8.2 Delete '1 Month' and substitute '2 Months' in the second line.

Section 8 – Bond Requirements

8 **Bond**

Insert clause to read 'The Contractor shall provide a Bond in the format included in the Specification for the due performance of the Contract and in an amount equal to 10% of the Contract Sum. The Bond will be provided at the time of entering into Contract. The Contractor shall include for and pay all premiums, fees, costs and charges incurred in the provision of the Bond. Notwithstanding other conditions of this Contract, and without any penalty to the Employer, the payment of monies due to the Contractor will be reduced by an amount equal to 10% of the Contract Sum until the Surety Bond has been executed.'

Section 9 – Parent Company Guarantee Requirements

9

Parent Company Guarantee

Insert new clause 'If the Contractor is a subsidiary of another Company, a Parent Company Guarantee is to be provided in a format as included in the Specification. Notwithstanding other conditions of this Contract, and without any penalty to the Employer, the Employer reserves the right to withhold interim payments until the Parent Company Guarantee has been provided.'

APPENDIX 2

FORM OF TENDER

NAME OF TENDERER:

**FORM
OF TENDER**

TENDER FOR: **Repair works to Snatts Road Cemetery boundary wall (Year 4).**
AT: **Snatts Road Cemetery, Snatts Road, Uckfield, East Sussex, TN22 2AL.**
FOR: **Uckfield Town Council**
TO: **Lawson Queay – Chartered Surveyors**
 River House
 Belfarm Lane
 Uckfield
 East Sussex TN22 1AY

We having read the Conditions of Contract delivered to us do hereby offer to undertake the Works described in accordance with the Conditions of Contract and Specification of Works for the sum indicated.

To complete the whole of the Works described within a period of 5 calendar weeks (including holidays) for the sum of:-

.....
.....
(£.....).

We undertake in the event of their acceptance to execute with the Employer a Form of Contract embodying all the conditions and terms contained in this offer.

/Continued....

We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the documents submitted by us, these errors will be corrected in accordance with Alternative 2 contained in JCT Tendering Practice Note 2012.

This Tender remains open for consideration for 12 weeks from the date fixed for the return of Tenders.

Dated this day of, 2019

Name of Tenderer:

Address:

.....

.....

Signature: Witness:

Note: The Client does not undertake to accept the lowest or any Tender submitted.

APPENDIX 3

PRE-CONSTRUCTION INFORMATION

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

1.00 NATURE OF THE WORKS

Client's Name

1.01 Uckfield Town Council.

Location of the Works

1.02 Snatts Road Cemetery, Uckfield, East Sussex, TN22 2AL.

Nature of Construction Works

1.03 The redecoration of railings and gates, and repairs to pointing and damaged brickwork to the front boundary wall.

Timescale

1.04 An anticipated 5 week Contract Period will be allowed by the Client. The Client advises that a 4 week period will be allocated prior to contract to enable the contractor to prepare the necessary Health and Safety documentation.

2.00 THE EXISTING ENVIRONMENT

Surrounding Land Uses

2.01 Adjacent to the North of the boundary is Snatts Road, then beyond that is the North Cemetery. All other surrounding land uses are made up of residential buildings.

Land Uses Within the Site

2.02 A Cemetery which is accessible to the general public throughout working hours and provides facilities for a monumental mason in the left hand Chapel. The site also provides limited car parking facilities. Furthermore, proposed works carry risk of damage to existing gravestones / headstones on site. Precautions will have to be in place so as to prevent and damage.

Boundaries

2.03 The Snatts Road Cemetery is a large site, generally square on plan, with the North boundary bordering onto Snatts Road. To the South, East and West Boundaries there are the rear gardens of residential properties situated in Claremont Rise and Cambridge Way. All adjacent properties to the site will remain occupied and used throughout the contract period. In the centre of the front boundary is an opening with a double metal gate for both pedestrian and vehicular access.

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

2.00 THE EXISTING ENVIRONMENT (CONTINUED)

Premises and Operation

2.04 This site has occasional use by community groups and members of the public. Snatts Road will be fully operational for the duration of the works.

Premises and Operations - Associated Risks

2.05 The only identified risk on site in respect to premises and operations is the buildings close proximity to highways and footpaths used by the general public. This must be considered by the Contractor.

Information on Previous Uses

2.06 No information available. Contractor to make own enquiries.

Previous Uses – Associated Risks

2.07 No information available. Contractor to make own enquiries.

Derelict Buildings

2.08 None.

Vulnerable Residents

2.09 The residential buildings surrounding the site have the possibility of being occupied by both the elderly and children. These residential properties will remain occupied throughout the construction process and must therefore be taken into account during the construction phases of the Contract.

Planning Restrictions

2.10 Lawson Queay Chartered Surveyors are unaware of any planning conditions or restrictions on the sites which may affect the safety of residents remaining in-situ or those occupying the surrounding properties.

Uses Beyond the Immediate Boundary

2.11 As detailed previously, the sites are situated close to existing residential properties which are likely to be occupied by vulnerable residents including the young and elderly. There are public accessible footpaths adjacent to the working area. These footpaths are used by pedestrians and the Contractor must therefore afford all necessary protection to these areas wherever needed.

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

2.00 THE EXISTING ENVIRONMENT (CONTINUED)

Leaching of Contaminants/Gas Fill

2.12 No information available. Contractor to make own enquiries.

Nearby Water Course

2.13 There are no known water courses in close proximity to either of the sites.

Ecology

2.14 No information available.

Trees and Landscaping

2.15 No information available in respect of protected trees or areas of Ecology which must be protected. No restrictions advised to prevent normal site operations.

3.00 EXISTING INFORMATION

Underground/Hidden Services

3.01 Electric, gas and water underground services are likely to be adjacent to the site due to where they are situated.

3.02 The Contractor must investigate the above to ensure they are in a safe condition and protect as necessary. The Contractor must make all necessary investigations to identify all existing services and must make all necessary provisions to maintain as necessary and protect operatives and the general public alike. It is essential that the existing services are not interrupted during the construction phase of the project and the Contractor must therefore maintain these at all times.

Manholes/Chambers

3.03 The Contractor must investigate chambers visible to ensure they are in a safe condition and protect as necessary. The Contractor must make all necessary investigations to identify all existing services and must make all necessary provisions to maintain as necessary and protect operatives and the general public alike. It is essential that the existing services are not interrupted during the construction phase of the project and the Contractor must therefore maintain these at all times.

Industrial High Voltage Supply

3.04 It is not known if high voltage supplies are located in the vicinity of the site.

Overhead cables

3.05 There overhead cables supplying the Chapel from the opposite side of Snatts Road. The Contractor must carry out a survey of the adjoining roads to ensure that such obstacles and obstructions will not prevent the use of any plant on site.

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

4.00 EXISTING ROAD AND TRAFFIC

Classification of Roads

4.01 The sites are currently accessed through 'B' roads within residential areas. In the morning and early evening, the roads can be busy. Deliveries must be avoided to site during these times.

5.00 EXISTING DRAWINGS/HEALTH AND SAFETY FILE

5.01 The following pre-construction information has been provided by the Client:

- Not applicable.

6.00 EXISTING STRUCTURE

Type of Construction

6.01 Brick built boundary wall.

Deleterious Materials Evident

6.02 It is possible that deleterious materials are concealed and could be uncovered during the works. Should the Contractor uncover any suspected deleterious materials, works must cease immediately in the affected areas. All necessary further testing must be undertaken, materials removed by a Specialist and the area deemed safe prior to works re-commencing.

Risk of Contamination of Structure

6.03 There is no visual evidence from the external inspection, of any contamination of the structure. That is not to say none exists. The contractor is to make all further enquires to satisfy themselves, prior to commencement of the works.

Proximity to Boundaries

6.04 The brick masonry wall on site 2 (Snatts Road Cemetery) is adjacent to Snatts Road and approximately 20 metres from the chapels in the cemetery. All necessary protection must be afforded, the residential houses and building around both sites must be given adequate protection through careful planning and operations.

7.00 GROUND CONDITIONS

Contamination/Previous Uses

7.01 No information available. The Contractor must familiarise himself with any risks and carry out any further investigations making all allowances to protect operatives on site and adjoining areas.

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

7.00 GROUND CONDITIONS (CONTINUED)

Instability/Subsidence

7.02 No information available. The Contractor must familiarise himself with any risks and carry out any further investigations making all allowances to protect operatives on site and adjoining areas.

Mine Workings

7.03 No information available. The Contractor must familiarise himself with any risks and carry out any further investigations making all allowances to protect operatives on site and adjoining areas.

Underground Constructions

7.04 No information available. The Contractor must familiarise himself with any risks and carry out any further investigations making all allowances to protect operatives on site and adjoining areas.

Underground Streams/High Water Table

7.05 No further information available. The Contractor must familiarise himself with any risks and carry out any further investigations making all allowances to protect operatives on site and adjoining areas.

8.00 THE DESIGN

8.01 A Designer's Risk Assessment titled 'Key Identified Risks' is included in the Tender documentation at Appendix 4.

8.02 In the production of the Schedule of Work the Contract Administrator has identified a number of key risks associated with the specified Works which, whilst being specified to minimise risks, cannot be designed out.

8.03 The design has only been developed to tendering stage. As the design develops, the Contractor must liaise with the Principal Designer in respect of the design to ensure that safe methods of construction techniques, maintenance and asbestos removal operations can be safely undertaken.

9.00 OCCUPIED PREMISES

9.01 There are existing occupied premises adjacent to the sites and thus, the areas of site where working operations are in progress must be fully cordoned off and secured to all boundaries during the construction process to prevent intrusion onto sites and to protect the general public in the immediate vicinity of the sites. Alternative safe pedestrian access will need to be made when the contractor is working in the vicinity of the main entrance areas of each building.

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

9.00 OCCUPIED PREMISES (CONTINUED)

9.02 The Contractor must provide a detailed site compound and site traffic management plan prior to works commencing to protect all materials for the works.

Services/Isolation in Part

9.03 Mains services being provided onto the site should not be affected by these works.

Protection of Residents Access

9.04 Residents access will not be required to the site, however, adequate protection must be provided to prevent members of the public from accessing the site.

Protection from Mechanical Damage/Liquids/Gas/Dust and Noise

9.05 The Contractor must ensure that he provides adequate measures to eliminate any uncontrolled release of dust created from the works. Noise should also be kept to a minimum.

Risks to Construction Operatives

9.06 As previously noted, there is the likelihood of underground cabling and pipework present across the sites. The Contractor must therefore carry out his own investigations in this regard.

10.00 CONSTRUCTION MATERIALS

10.01 No specific items are raised under this heading, other than the Contractor must ensure that any materials proposed as part of the works are specified to protect the operatives on site and the users of the adjacent buildings, e.g., safe and sensible specification of materials and limiting of manual handling.

11.00 SITE WIDE ELEMENTS

11.01 Identify safe site access and egress.

11.02 Identify safe location of temporary site accommodation.

11.03 Identify safe location for unloading of storage areas.

11.00 SITE WIDE ELEMENTS (CONTINUED)

11.04 Identify safe traffic and pedestrian routes in and around the site.

12.00 SITE RULES

12.01 Rules are to be identified and laid down as a result of all foregoing clauses, and for any or other reasons considered necessary (e.g. emergency procedures, safety policies etc.)

Pre-Construction Information (Key Identified Risks)

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).

13.00 CONTINUING LIAISON

- 13.01 The contractor is to identify procedures for considering the Health and Safety implications of the design elements, and the method statements.
- 13.02 The contractor is to provide and identify procedures for dealing with unforeseen eventualities during the work, resulting in substantial design changes, which may affect resources.

14.00 MANAGEMENT

- 14.01 Identify arrangements for managing and monitoring the works in respect of health and safety to ensure compliance with relevant statutory provisions.
- 14.02 This management should ensure so far as is reasonably practicable the health and safety of all persons carrying out or affected by the works.

15.00 SUB-CONTRACTORS/SITE OPERATIVES/VISITORS

- 15.01 Identify arrangements to ensure sufficient information is available to Sub-Contractors, all other site operatives and visitors, to understand the arrangements for safety and welfare of persons at work, and the requirements placed upon them.
-

Prepared By:



PETER MYALL BSc (Hons)
SENIOR BUILDING SURVEYOR
For and on behalf of
LAWSON QUEAY - CHARTERED SURVEYORS

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PM/HH/173683/DSK
2nd April 2019

APPENDIX 4

KEY IDENTIFIED RISKS

DESIGNERS RISK ASSESSMENT – PRE-TENDER (KEY RISKS)

This risk assessment highlights specific areas of risk associated with the works; however it does not aspire to be a comprehensive list of all risks associated with the works and the contractor will be responsible for identifying and taking the necessary action to mitigate against general risks and hazards reasonably expected when carrying out works of a specific nature.

PROJECT: Repair works to Snatts Road Cemetery boundary wall in Uckfield, East Sussex (Year 4).				ASSESSOR: Peter Myall – Senior Building Surveyor	
				DATE: April 2019	JOB NO: 173683
SITE ADDRESS: Snatts Road Cemetery, Snatts Road, Uckfield, East Sussex, TN22 2AL.				Action Required / Control Measures	
Activity / Element	Hazard	Population at Risk	Risk Ratings L x S = R	Action to be taken:	Action by:
Site access & deliveries to site	Access to all buildings across and over public pedestrian accessible areas	V, T	2 x 2 = 4 (Medium priority)	Banksman to be used to escort all deliveries from site entrance.	Contractor
Removal of materials off site	Build up of site waste due to limited storage space being available	C, SC, V, P	3 x 2 = 6 (high priority)	Frequent removal of debris from site.	Contractor
Working in close proximity to live electrical fittings	Electrical shock	C, SC	2 x 3 = 6 (high priority)	Suitable isolation of mains prior to work.	Contractor
Staff, visitors and general public moving around the site	Danger of collisions and unauthorised access into the working areas	C, SC, V, P	2 x 3 = 6 (high priority)	Take care when moving around and working on the site. General public will be in close proximity to works areas. Delivery plan to be provided and secure fencing installed.	Contractor

Likelihood

1. Low (unlikely)
2. Medium (possible)
3. High (probable)

Severity

1. Slight (off work up to 3 day)
2. Serious (off work over 3 days)
3. Major (disablement / death)

Risk (Likelihood x Severity)

1. No action
2. Low priority action
- 3-5 Medium priority action
- 6-9 High priority action
- 9 Urgent action priority

Population at Risk

- C Contractor
- SC Sub-contractors
- V Site Visitors
- P General Public
- T Tenants

DESIGNERS RISK ASSESMENT – PRE-TENDER (KEY RISKS)

This risk assessment highlights specific areas of risk associated with the works; however it does not aspire to be a comprehensive list of all risks associated with the works and the contractor will be responsible for identifying and taking the necessary action to mitigate against general risks and hazards reasonably expected when carrying out works of a specific nature.

Activity / Element	Hazard	Population at Risk	Risk Ratings L x S = R	Action to be taken:	Action by:
Material Storage	Limited storage on site posing trip hazard / blocking access routes.	C, SC, V	2 x 2 = 4 (medium priority)	Limited amount of materials stored on site.	Contractor
Working at height	Fall from height	C, SC	2 x 3 = 6 (high priority)	Suitable access platforms with edge protection.	Contractor
Public highways adjacent to the sites	Danger of collisions and unauthorised access into the working areas	C, SC, V, P	2 x 3 = 6 (high priority)	Segregation via temporary footpath closure or signage and fenced working areas where footpath in close proximity to works areas.	Contractor

Likelihood

1. Low (unlikely)
2. Medium (possible)
3. High (probable)

Severity

1. Slight (off work up to 3 day)
2. Serious (off work over 3 days)
3. Major (disablement / death)

Risk (Likelihood x Severity)

1. No action
2. Low priority action
- 3-5 Medium priority action
- 6-9 High priority action
- 9 Urgent action priority

Population at Risk

- C Contractor
- SC Sub-contractors
- V Site Visitors
- P General Public
- T Tenants

APPENDIX 5

HEALTH AND SAFETY FILE

Relevant Information Which Could Be Included In The Health and Safety File

When putting together the Health and Safety File, you should consider including information about each of the following where they are relevant to the health and safety of any future construction work. The level of details should allow the likely risks to be identified and addressed by those carrying out the work:

- (a) a brief description of the work carried out;
- (b) any residual hazards which remain and how they have been dealt with (for example surveys or other information concerning asbestos; contaminated land; water bearing strata; buried services etc);
- (c) key structural principles (for example, bracing, sources of substantial stored energy – including pre- or post-tensioned members) and safe working loads for floors and roofs, particularly where these may preclude place scaffolding or heavy machinery there;
- (d) hazardous materials used (for example lead paint; pesticides; special coatings which should not be burnt off etc);
- (e) information regarding the removal or dismantling of installed plant and equipment (for example any special arrangements for lifting, order or other special instructions for dismantling etc);
- (f) health and safety information about equipment provided for cleaning or maintaining the structure;
- (g) the nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc;
- (h) information and as-built drawings of the structure, its plant and equipment (for example, the means of safe access to and from service voids, fire doors and compartmentalisation etc).

The file does not need to include things that will be of no help when planning future construction work, for example:

- (a) the pre-construction information, or construction phase plan;
- (b) Construction phase risk assessments, written systems of work and COSHH assessments;
- (c) details about the normal operation of the completed structure;
- (d) construction phase accident statistics;
- (e) details of all the contractors and designers involved in the project (though it may be useful to include details of the principal contractor and Principal Designer);
- (f) contractual documents;
- (g) information about structures, or parts of structures, that have been demolished – unless there are any implications for remaining or future structures, for example voids;
- (h) information contained in other documents, but relevant cross-references should be included.

Some of these items may be useful to the client, or may be needed for purposes other than complying with the CDM Regulations, but the Regulations themselves do not require them to be included in the file. Including too much material may hide crucial information about risks.