**Specification of Works**

**Location: RSPB Old Hall Marshes**

**Project: Habitat Improvement and tilting weir installation**

**November 2021**

**Revision: B**

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1. **PRELIMINARIES**

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It refers to information given elsewhere in the preliminaries and other tender documents  **THE SITE/ EXISTING BUILDINGS**  **The site**  Description: RSPB Old Hall Marshes  **Existing utilities and services**  Contractor to determine, RSPB to provide Hazard map  **Access to the site**  Description:  Public road and site  Limitations: To be agreed with site and as per construction management plan  **Parking**  Restrictions on parking of the Contractor's and employees' vehicles: Site car park - details to be agreed with site  **Use of the site**  General: Do not use the site for any purpose other than carrying out the Works.  Limitations: To be agreed with site  **Surrounding land/ building uses**  General: Adjacent or nearby uses or activities are as follows: Public access to site and other buildings  **Health and safety hazards**  General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:  Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.  Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.  **Site visit**  Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.  Arrangements for visit:  Contact: Old Hall Marshes Reserve Site Manager: Kieren Alexander – Site Manager 01621 869015/07864 943752  **DESCRIPTION OF THE WORK**  **Preparatory work by others**  None  **The works**  Description:  Habitat improvements and tilting weir installation  **Work by others concurrent with the contract**  None  **JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)**  **JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN**  The Contract: JCT Minor Works Building Contract with Contractor's Design 2016 Edition.  Requirement: Allow for the obligations, liabilities and services described.  **THE RECITALS**  **First: The Works and the Contract Administrator**  The work comprises:  Various habitat improvements as described in the schedule of works.  Contract Administrator: See clause A10/140.  **Second: Contractor's designed portion**  The Works include the design and construction of:  The full design of the items described within the schedule of works  **Third: Contract documents**  A specification  **Fourth: Priced documents**  Documents to be priced or provided by the Contractor: Contract specification  **ARTICLES**  **3** Contract Administrator: See clause A10/140.  **3 and 5 Principal Designer / Principal Contractor**  Principal Designer: See clause A10/150.  Principal Contractor: See clause A10/130.  **CONTRACT PARTICULARS**  **Fifth Recital and Schedule 2 Base date**  Base date: 1st December 2021  **Fifth Recital and clause 4.2 Construction industry scheme (CIS)**  Employer at base date is not a 'contractor' for the purposes of the CIS.  **Sixth Recital CDM Regulations**  The project is not notifiable (TBC)  **Seventh Recital Framework agreement**  Framework agreement: Does not apply  **Eighth Recital and Schedule 3 Supplemental provisions**  Collaborative working: Supplemental Provision 1 applies  Health and safety: Supplemental Provision 2 applies  Cost savings and value improvements: Supplemental Provision 3 applies  Sustainable development and environmental considerations: Supplemental Provision 4  applies  Performance indicators and monitoring: Supplemental Provision 5 does not apply  Notification and negotiation of disputes: Supplemental Provision 6 applies  Where Supplemental Provision 6 applies, the respective nominees of the parties are:  Employer's nominee: Colin Eason  Contractor's nominee: TBA  Or such replacement as each party may notify to the other from time to time.  **Article 7 Arbitration**  Article 7 and Schedule 1 apply  **Clause 2.3 Commencement and Completion**  Works commencement date: TBA  Date for Completion: TBA  **Clause 2.11 Rectification period**  Period: 12 Months from the date of practical completion.  **Clause 4.3 Interim payments**  Interim Valuation Dates: The first Interim Valuation Date is:4 weeks after agreed start date  Thereafter at intervals of 4 weeks  Payments due prior to practical completion: Percentage of total value of the work etc.:  95 per cent  Payments becoming due on or after practical completion:  Percentage of the total amount to be paid: 97½ per cent  **Clause 4.3 and 4.8 Fluctuations provision**  The following fluctuations provision applies:  No fluctuations provision applies  Clause 4.8.1 Supply of documentation for computation of amount to be  finally certified  Period: One months from the date of practical completion.  **Clause 5.3 Contractor's Public Liability insurance - injury to persons or property**  The required level of cover for any one occurrence or series of occurrences arising out of one event: Not less than: £5,000,000  **Clauses 5.4A, 5.4B and 5.4C Insurance of the works, etc. - alternative provisions**  Clause 5.4A applies.  Where clause 5.4A or 5.4B applies, percentage to cover professional fees: 15 per cent  Where clause 5.4C applies, insurance arrangements - details of the required policy or policies:  **Clause 7.2 Adjudication**  The Adjudicator is: RICS  Nominating body: Royal Institution of Chartered Surveyors  **Schedule 1 paragraph 2.1 Arbitration**  Appointor of Arbitrator (and of any replacement): President or a Vice president of the:  The Royal Institution of Chartered Surveyors  **THE CONDITIONS**  **Section 1: Definitions and Interpretation**  **Section 2: Carrying out the Works**  **Section 3: Control of the Works**  **Section 4: Payment**  **Section 5: Injury, Damage and Insurance**  **Section 6: Termination**  **Section 7: Settlement of Disputes**  **EXECUTION**  The Contract: Will be executed under hand  **JCT PUBLIC SECTOR SUPPLEMENT**  Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.  Fair Payment provisions Apply  Transparency provisions Apply  Building information modelling provisions Do not apply  **TENDERING/ SUBLETTING/ SUPPLY**  **MAIN CONTRACT TENDERING**  **Scope**  General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.  **Tendering procedure**  General: In accordance with the principles of:  Priced specification Arithmetical errors:  Pricing documents dominant.  **Exclusions**  Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.  Relevant parts of the work: Define those parts, stating reasons for the inability to tender.  **Acceptance of tender**  Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.  Costs: No liability is accepted for any cost incurred in the preparation of any tender.  **Period of validity**  Period: After submission or lodgment, keep tender open for consideration (unless previously withdrawn) for not less than 6 months  Date for possession/ commencement: See section A20.  **PRICING/ SUBMISSION OF DOCUMENTS**  **Preliminaries in the specification**  The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.  **Priced schedules of work**  Alterations: Do not alter or qualify the priced schedules of work without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.  Measurements: Where not stated, ascertain from the drawings. Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.  **Tender**  General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.  **Schedule of rates**  Schedule of rates (unpriced): Included with the tender documents. The Contractor may insert additional items. All items must be fully priced.  Fully priced copy: Submit with the tender  **Tender stage method statements**  Method statements: Prepare, describing how and when the following is to be carried out:  Full RAMS for the full scope of work statements: Submit  within one week of request  **Alternative method tenders**  General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.  Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.  Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.  Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.  Submit: With tender  **Alternative time tenders**  General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.  Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.  **Design documents**  Scope: Include the following in the Contractor's Proposals:  Design drawings:  Installation of Tilting weir and eel pass installation  **Substitute products**  Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.  Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.  **Health and safety information**  Content: Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.  Include:  A copy of the health and safety policy document, including risk assessment procedures.  Records of training and training policy.  The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.  Submit:  Within one week of request  **Construction phase health and safety plan**  Content: Submit the following information within one week of request:  Method statements on how risks from hazards identified in the pre- construction information and other hazards identified by the contractor will be addressed.  Details of the management structure and responsibilities.  Arrangements for issuing health and safety directions.  Procedures for informing other contractors (if relevant) and employees of health and safety hazards.  Selection procedures for ensuring competency of other contractors (if relevant), the self-employed and designers.  Procedures for communications between the project team, other contractors (if relevant) and site operatives.  Arrangements for cooperation and coordination between contractors (if relevant).  Procedures for carrying out risk assessment and for managing and controlling the risk.  Emergency procedures including those for fire prevention and escape.  Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.  Arrangements for welfare facilities.  Procedures for ensuring that all persons on site have received relevant health and safety information and training.  Arrangements for consulting with and taking the views of people on site.  Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.  Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.  Review procedures to obtain feedback.  Submit: Within one week of request  **Freedom of Information**  Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.  Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.  Confidentiality: Maintain at all times.  **PROVISION, CONTENT AND USE OF DOCUMENTS**  **DEFINITIONS AND INTERPRETATIONS**  **Definitions**  Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.  **Communication**  Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.  Format: In writing to the person named in clause A10/140 unless specified otherwise.  Response: Do not proceed until response has been received.  **Products**  Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.  Includes: Goods, plant, materials, site materials and things for incorporation into the Works.  **Site equipment**  Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.  Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.  Excludes: Products and equipment or anything intended to form or forming part of the permanent works.  **Drawings**  Definitions: To BSRIA BG 6, 'A design framework for building services: Design activities and drawing definitions' or as agreed with client  CAD data: In accordance with ISO 19650 or as agreed with client  **Contractor's choice**  Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.  **Contractor's Design**  Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.  **Submit proposals**  Meaning: Submit information in response to specified requirements.  **Terms used in specification**  Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.  Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.  Supply and fix: As above but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.  Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.  Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.  Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.  Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.  Refix: Fix removed products.  Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.  Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.  System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.  **Manufacturer and product reference**  Definition: When used in this combination:  Manufacturer: the person or legal entity under whose name or trademark the particular product, component or system is marketed  Product reference: the proprietary brand name and/ or identifier by which the particular product, component or system is described.  Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.  **Substitution of products**  Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.  Reasons: Submit reasons for the proposed substitution. Documentation: Submit relevant information, including:   * manufacturer and product reference; * cost; * availability; * relevant standards; * performance; * function; * compatibility of accessories; * proposed revisions to drawings and specification; * compatibility with adjacent work; * appearance; * copy of warranty/ guarantee.   Alterations to adjacent work: If needed, advise scope, nature and cost. Manufacturers' guarantees: If substitution is accepted, submit before ordering products.  **Cross references**  Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.  Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.  Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.  Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.  **Referenced documents**  Conflicts: Specification prevails over referenced documents.  **Equivalent products**  Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.  **Substitution of standards**  Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.  Before ordering: Submit notification of all such substitutions.  Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.  **Currency of documents and information**  Currency: References to published documents are to the editions, including  amendments and revisions, current on the date of the Invitation to Tender.  **Sizes**  General dimensions: Products are specified by their co-ordinating sizes. Timber: Cross section dimensions shown on drawings are:  Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.  Finished sizes for non-structural softwood or hardwood sawn and further processed sections.  **DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER**  **Additional copies of drawings/ documents**  Additional copies: Issued free of charge.  **Dimensions**  Scaled dimensions: Do not rely on.  **Measured quantities**  Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.  Precedence: The specification and drawings shall override the measured quantities.  **The specification**  Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.  **DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**  **Contractor's Design information**  General: Complete the design and detailing of parts of the Works as specified.  Provide: Production information based on the drawings, specification and other information.  Master programme: Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.  Number of copies: N/A  Submit: Within one week of request.  **As-built drawings and information**  Contractor designed work: Provide drawings/ information:  Submit: On completion.  **Technical literature**  Information: Keep on site for reference by all supervisory personnel:  Manufacturers' current literature relating to all products to be used in the Works.  Relevant British, EN or ISO Standards.  **Maintenance instructions and guarantees**  Components and equipment: Obtain or retain copies,  Emergency call out services: Provide telephone numbers for use after completion. Extent of cover:  office hours only  **MANAGEMENT OF THE WORKS**  **GENERALLY**  **Supervision**  General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts (if relevant).  **Insurance**  Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.  **Professional Indemnity Insurance**  Provide and maintain insurance in respect of Contractor Designed Works:  Level of cover:  Relates to claims or series of claims arising out of one event  Period of insurance for these purposes:  One year  Amount of indemnity required: £5,000,000  Limit of cover for pollution/ contamination claims (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated):  £5,000,000  Expiry of required period of CDP Professional Indemnity insurance:  six years (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).  Documentary evidence: Submit details before starting work on site and/ or policies and receipts for the insurances required.  Format: Electronic PDF  **Insurance claims**  Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer / Client, the person administering the contract on their behalf and the Insurers. Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.  **Ownership**  Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.  **PROGRAMME/ PROGRESS**  **Programme**  Programme: Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:  Planning and mobilisation by the Contractor  Subcontractor's work.  Running in, adjustment, commissioning and testing of all engineering services and installations.  Work resulting from instructions issued in regard to the expenditure of provisional sums.  Work by others concurrent with the Contract.  Please note Items 1, 2 ,3 ,4 ,6 ,7, 8, 9,10, 11, 12, 13, 14, 15 in the schedule of works all need to be completed by September the 30th 2022 - this is a planning condition.  The installation of the Tilting weir needs to be completed by the end of October 2022. This is also a planning condition.  Item 5 doesn’t have a planning restriction linked to timings and can be completed as long as weather conditions allow.  Submit one copy  **Start of work on site**  Notice: Before the proposed date for start of work on site give minimum notice of one week  **Site meetings**  General: Site meetings will be held to review progress and other matters arising from administration of the Contract.  Frequency: Every two weeks  Location: Site  Accommodation: Ensure availability at the time of such meetings. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.  Chairperson (who will also take and distribute minutes): Site Manager  **Notice of completion**  Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.  Period of notice (minimum): Two weeks  **Extensions of time**  Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, notice must also be given of all other causes which apply concurrently.  Details: As soon as possible submit:  Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.  An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.  All other relevant information required.  **Removal/ replacement of existing work**  Extent and location: Agree before commencement. Execution: Carry out in ways that minimize the extent of work.  **Proposed instructions**  Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.  **Measurement**  Covered work: Give notice before covering work required to be measured.  Submit: By the end of the week in which the work has been executed.  **Products not incorporated into the Works**  Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title  inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.  Evidence: When requested, provide evidence of freedom of reservation of title.  **QUALITY STANDARDS/ CONTROL**  **STANDARDS OF PRODUCTS AND EXECUTIONS**  **Workmanship skills**  Operatives: Appropriately skilled and experienced for the type and quality of work.  Registration: With Construction Skills Certification Scheme.  Evidence: Operatives must produce evidence of skills/ qualifications when requested.  **Quality of products**  Generally: New. (Proposals for recycled products may be considered). Supply of each product: From the same source or manufacturer.  Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.  Tolerances: Where critical, measure a sufficient quantity to determine compliance.  Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.  **Quality of execution**  Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.  Dimensions: Check on-site dimensions.  Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.  Location and fixing of products: Adjust joints open to view so they are even and regular.  **Inspections**  Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:  - Date of inspection.  - Part of the work inspected.  - Respects or characteristics which are approved.  - Extent and purpose of the approval.  - Any associated conditions.  **Related work**  Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:  - Appropriately complete.  - In accordance with the project documents.  - To a suitable standard.  - In a suitable condition to receive the new work.  Preparatory work: Ensure all necessary preparatory work has been carried out.  **Manufacturer's recommendations/ instructions**  General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.  Exceptions: Submit details of changes to recommendations or instructions. Execution: Use ancillary products and accessories supplied or recommended by main product manufacturer.  Products: Comply with limitations, recommendations, and requirements of relevant valid certificates.  **Water for the works**  Mains supply: Clean and uncontaminated. Other:  - Tested to BS EN 1008 if instructed.  **ACCURACY/ SETTING OUT GENERALLY**  **Setting out**  General: Submit details of methods and equipment to be used in setting out the Works.  Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.  Inform: When complete and before commencing construction.  **Appearance and fit**  Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:  - Submit proposals; or  - Arrange for inspection of appearance of relevant aspects of partially finished work.  General tolerances (maximum): To BS 5606, tables 1 and 2.  **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**  **Access**  Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.  Designate:  Site Manager  **Overtime working**  Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.  - Minimum period of notice:  One week  **WORK AT OR AFTER COMPLETION**  **Work before completion**  General: Make good all damage consequent upon the Works.  Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation,  **Making good defects**  Remedial work: Arrange access with Site Manger  Rectification: Give reasonable notice for access to the various parts of the Works.  Completion: Notify when remedial works have been completed.  **SECURITY/ SAFETY/ PROTECTION**  **Construction phase health and safety plan**  Submission: Present to the Employer/ Client no later than  Not later than two weeks before commencement of work on site Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.  Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan,  clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.  **Security**  Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.  Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.  Special requirements: HERAS fencing around Tilting weir work site. Site to be made safe overnight and weekends  Maintain at all times - public site  **Stability**  Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.  Design loads: Obtain details, support as necessary and prevent overloading.  **Occupied premises**  Extent: Existing buildings will be occupied and/ or used during the Contract as follows: Other site buildings will be in use by site and public  Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.  Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.  **Mobile telephones and portable electronic equipment**  Restrictions on use:  Noise to be kept to minimum  **Safety provisions for site visits**  Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.  Protective clothing and/ or equipment: Provide and maintain on site for visitors to the site.  **Noise and vibration**  Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works. Noise levels from the Works: Maximum level:  Minimum possible dB(A) when measured from Minimum possible  Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.  Restrictions: Do not use:  - Percussion tools and other noisy appliances without consent during the hours of:  Minimise  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.  **Pollution**  Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution. Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.  **Pesticides**  Use: Not permitted.  **Nuisance**  Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes. Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.  **Asbestos containing materials**  Duty: Report immediately any suspected materials discovered during execution of the Works.  - Do not disturb.  - Agree methods for safe removal or encapsulation.  **Dangerous or hazardous substances**  Duty: Report immediately suspected materials discovered during execution of the Works.  - Do not disturb.  - Agree methods for safe removal or remediation.  **Fire prevention**  Duty: Prevent personal injury or death, and damage to the Works or other property from fire.  Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').  **Smoking on site**  Smoking on site: Not permitted.  **Burning on site**  Burning on site: Not permitted.  **Moisture**  Wetness or dampness: Prevent, where this may cause damage to the Works.  **Waste**  Includes: Rubbish, debris, spoil, surplus material, containers and packaging. General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.  Handling: Collect and store. Remove frequently and dispose off site in a safe and competent manner:  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.  Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.  Waste transfer documentation: Retain on site.  **Powder actuated fixing systems**  Use: Not permitted.  **Existing services**  Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations if relevant.  Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.  Work adjacent to services:  Comply with service authority's/ statutory undertaker's recommendations.  Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.  Identifying services:  Below ground: Use signboards, giving type and depth;  Overhead: Use headroom markers.  Damage to services: If any results from execution of the Works:  Immediately give notice and notify appropriate service authority/ statutory undertaker.  Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.  Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.  Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.  **Roads and footpaths**  Duty: Make good any damage to the satisfaction of the Employer, Local Authority or other owner.  **Existing topsoil/ subsoil**  Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.  Protection: Before starting work submit proposals for protective measures.  **Retained trees/ shrubs/ grassed areas**  Protection: Preserve and prevent damage, except those not required. Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.  **Retained trees**  Protected area: Unless agreed otherwise do not:  Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.  Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.  Change level of ground within an area 3 m beyond branch spread.  **Wildlife species and habitats**  General: Safeguard the following:  Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.  Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.  **Existing work**  Protection: Prevent damage to existing work, structures or other property during the course of the work.  Removal: Minimum amount necessary. Replacement work: To match existing.  **Building interiors**  Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.  **Adjoining property restrictions**  Precautions:  - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.  - Pay all charges.  - Remove and make good on completion or when directed.  Damage: Bear cost of repairing damage arising from execution of the Works.  **Existing structures**  Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.  Supports: During execution of the Works:  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.  - Do not remove until new work is strong enough to support existing structure.  - Prevent overstressing of completed work when removing supports. Adjacent structures: Monitor and immediately report excessive movement. Standard: Comply with BS 5975 and BS EN 12812.  **Materials for recycling/ reuse**  Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.  Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.  **FACILITIES/ TEMPORARY WORK/ SERVICES**  **GENERALLY**  **Spoil heaps, temporary works and services**  Location: Give notice and details of intended siting.  Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.  **Name boards/ advertisements**  Name boards/ advertisements: Not permitted  **Lighting and power**  Supply: Electricity from the existing mains may be used for the Works as follows:  Metering:  Free of charge  Point of supply:  TBA  Available capacity:  TBA  Frequency: 50 Hz.  Phase:  TBA  Current: Alternating.  Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.  **Water**  Supply: The existing mains may be used for the Works as follows:  Metering:  Free of charge  Source:  TBA  Location of supply point:  TBA  Conditions/ Restrictions:  TBA  Continuity: No responsibility will be accepted for the consequences of failure or restriction in supply.  **Telephones**  Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.  **CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION**  **Site accommodation**  Details: Site accommodation required: See section A36. Cost significant items:  Welfare and toilet provision  **CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS**  **Temporary works**  Details: Temporary works required: See section A36. Cost significant items:  HERAS Fencing for use around Tilting Weir installation work area. |

1. **Schedule of Works**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item ref.** | **Work Required** | **Quantity** | **Unit** | **Rate** | **Cost (£)** |
|  | **SCHEDULE OF WORKS**  **General Information**  Deliveries of plant and material will need to be delivered according to the attached Construction Management plan in Appendix Four.  **Please note:** Articulated lorries cannot access RSPB Old Hall Marshes due to access restrictions. Plant will need to be unloaded on the public byway and tracked in. Materials will need to arrive on 12metre rigid lorries in order to pass our neighbour property.  **Please note:** Items 1, 2 ,3 ,4 ,6 ,7, 8, 9,10, 11, 12, 13, 14, 15 all need to be completed by September the 30th 2022 - this is a planning condition.  The installation of the Tilting weir needs to be completed by the end of October 2022. This is also a planning condition.  Item 5 doesn’t have a planning restriction linked to timings and can be completed as long as weather conditions allow. |  |  |  |  |
|  | **Work Items**  A map of showing the location of Old Hall Marshes, the project area which shows the location of the works and more detail on the Bale, Field 1/8, Field 6 North and Pennyhole Bottom work can be found in Appendix One.  Drawings of proposed work items 1, 2 ,3 ,4 and 6 ,7, 8, 9, 10 can be found in Appendix Two  Photos of the work areas can be found in Appendix Three  Specification for crossing point works can be found in Appendix Four |  |  |  |  |
| 1.  2.  3.  4. | **Field 1/8 Crossing points**  Crossing point 1  Renovate historical crossing point to specification outlined in RSPB Crossing Point Specification document (Appendix 4).  Crossing point 2  As above  Crossing point 3  As above  Crossing point 4  As above |  |  |  |  |
| 5. | **Pennyhole Bottom Island**  Build island in a saline lagoon using material sourced locally from lagoon bed. The top of the island should be 12m x 12m and to a height of 50cm. The island should have sloping sides to a gradient of 6:1 making the total island size 15m x 15m. The level top of the island should be topped with shingle to a depth of approximately 10cm (c14m3). |  |  |  |  |
| 6.  7.  8.  9.  10. | **Field 6 / 7 Crossing points**  Low point A  Renovate historical crossing point to specification outlined in RSPB Crossing Point Specification document (Appendix 4).  Low point B  As above  Low point C  As above  Low point D  As above  Low point E  As above |  |  |  |  |
| 11.  12,  13.  15.  15. | **Bale**  Reprofile existing foot-drain, approximately 30m x 5m on both sides. Remove approximately 70m3 of soil for use in items 1-4 and 6-10. Top layer of topsoil must be removed and separated for later use. Reprofile foot-drain to produce a gradual slope to enable water to cover area. Bare ground that will not flood at peak levels will need to be topped with topsoil.  As above (Item 1)  As above (Item 1)  Remove approximately 15m3 of soil from an area measuring approximately 5x10m (reduce height of area by an average of 30cm) for use in items 1-4 and 6-10.  Reprofile existing foot-drain, approximately 60m x 5m on one side. Remove approximately 75m3 of soil for use in items 1-4 and 6-10. Top layer of topsoil must be removed and separated for later use. Reprofile foot-drain to produce a gradual slope to enable water to cover area. Bare ground that will not flood at peak levels will need to be topped with topsoil.  Risks  Public use of footpath (RSPB to arrange PROW closure), contractor to provide appropriate construction signage for vehicle movements along the route taken.  Deep water and silt within channels  Steep banks, rutted tracks  Care must be taken to avoid any marked water voles’ burrows within the work area  Stock will be removed from work areas, but contractors should be mindful that the site is also a working farm  **Tilting Weir**  The contractor is to provide full design and installation of a Tilting Weir complete with eel pass on the northern Borrowdyke – RSPB Old Hall Marshes (Appendix 5)  The RSPB have procured the tilting weir - this is available for inspection at RSPB Old Hall Marshes  Reference technical drawings are included in Appendix 5  The performance of the tilting weir must:  Provide a design that ensures operation and access for control of tilting weir is safe for both staff and volunteers  The weir must be installed on a suitable base and within a suitable headwall to ensure stability and longevity. The contractor is to provide full proposals  The weir and surrounding headwall in the bank must be watertight with minimal leaks  The top height of the tilting weir and supporting headwall must be equal to at least 1.0 on the nearby gauge board.  The eel pass must be installed as per Appendix 6  The existing drop-board sluice must be removed either upon completion or before installation of the new tilting weir  Risks  Steep banks and siting of machinery  Public use of footpath (RSPB to arrange PROW closure), contractor to provide HERAS fencing or similar  Deep water and silt within channel  Care must be taken to avoid any marked water voles’ burrows within the work area |  |  |  |  |

1. **Collection**

|  |  |  |
| --- | --- | --- |
| **Collection** | **General Summary** | **£** |
| Preliminaries | Pages 3 to 27 |  |
| **Preliminaries Sub Total** | **Sub Total £** |  |
|  |  |  |
| Schedule of Works | Page 29 to 33 |  |
| **Schedule of Works Sub Total** | **Sub Total £** |  |
|  |  |  |
| **Summary** |  |  |
| **Preliminaries Sub Total** | **£** |  |
| **Schedule of Works Sub Total** | **£** |  |
| **Total** | **£** |  |

1. **FORM OF TENDER: (Document E)**

**Project: RSPB Old Hall Marshes – Habitat Improvement**

**Property: RSPB Old Hall Marshes**

Having read the conditions of contract and specifications, we do hereby offer to execute and complete in accordance with the conditions of the contract the whole of the works described in the sum of:

£…………………………………. (Excluding VAT) (in words) ………………………………………………………………………………………. (Excluding VAT)

I/We confirm that we will complete the works within ……..... weeks of possession.

I/We confirm that if this tender is accepted, we could commence on site within ………...… weeks of acceptance.

The RSPB is not bound to accept the lowest or any offer.

**Added Value**

As well as any charity rate that you may be able to offer, the RSPB is always open to corporate partnerships that deliver benefit to your organisation, the RSPB and nature. Working as part of your CSR agenda we can provide opportunities for fundraising, secondments, interns and volunteering, offering your staff both personal and career development opportunities. We also welcome all forms of gifts in kind as valuable contributions to our work to [Give Nature a Home.](http://homes.rspb.org.uk/)

Suppliers should provide details of any associated added value features/services/gifts in kind available to the RSPB under the terms of this Tender. (Attach separate document if needed).

Please note, added value donations will not be part of the criteria we use to decide on which supplier to choose.

**RSPB Terms and Conditions (Document F)**

The basis of the contractual agreement between RSPB and the applicant is detailed in the [‘RSPB Terms and Conditions of Purchase of Goods and Services’](http://www.rspb.org.uk/Images/tcpurchase_tcm9-132467.pdf) – please click on this link to download. In applying for this tender you are explicitly agreeing to be bound by these Terms and Conditions for the duration of the contract. If you require any alterations to these Terms and Conditions please state your issues below. (Attach separate document if needed)

In addition, the successful contractor will be required to sign a JCT Minor Works with Contractors Design 2016 Contract with the RSPB.

The RSPB expects that all suppliers it works with to adhere to certain ethical and environmental standards. Please download the [RSPB Ethical and Environmental Procurement Policy](http://www.rspb.org.uk/Images/RSPB_Ethical_and_Environmental_Procurement_Policy_tcm9-417093.pdf) and tick this box if you agree to be bound by its terms and conditions 

**Certificate of Bona Fide Offer (Document G)**

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1 a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;

b) enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;

2 pay, give or offer or agree to pay or to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.

We acknowledge that if we acted or shall act in contravention of this certificate, the RSPB will be entitled to cancel the agreement and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

I state that everything in this tender submission is truthful, that if found to be untruthful the RSPB can terminate any agreement between the RSPB and the company formed on the basis of this tender, and we will pay to the RSPB any loss or expenses the RSPB suffers as a result of such untruthfulness, whether an agreement is entered into or not.

In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Signed |  |
| On behalf of |  |
| Date |  |

**Please note: a name added in an electronic document is functionally equivalent to a signature.**

|  |  |  |
| --- | --- | --- |
| **5.0** | **TENDER SUBMISSION CHECKLIST** |  |
|  | The following is intended to act as a checklist for tenderers and tenderers are advised that failure to submit the following information may prejudice consideration of their submission. | |
|  |  |  |
| 1 | Form of Tender |  |
| 2 | Current Insurance Certificate(s) |  |
| 3 | CIS Tax Certificate (if relevant) |  |
| 4 | Priced Schedule of Work |  |
| 5 | Collection |  |
| 6 | Method statement is required upon completion of the tenders. This method statement will be required to demonstrate the contractor’s proposal for management of the works and outline the method statement for key elements. |  |