

FOL16/615: RESURFACING AND RECONFIGURATION OF TENNIS COURTS

SCHEDULE 4A STANDARD WORKS INFORMATION

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## Introduction

### This document provides the standard Works Information for this contract that applies to both lots. The lot-specific Works Information can be found in Schedules 4B and 4C. Schedule 4D – an Excel spreadsheet – predominantly describes the quantities of work to be done and forms the basis for the *Contractor*’s Price List.

## Health & Safety

### **Tender Health and Safety Proposals**

* + 1. Information must be submitted/will have been submitted with the *Contractor*’s tender describing the following:

1. A copy of the *Contractor*’s health and safety policy.
2. A copy of the *Contractor*’s accident statistics for the last three years (Incidence Rate and Frequency Rate)
3. Evidence of suitable and adequate training for employees at all levels, with specific regard to their particular responsibilities.
4. Evidence of company specific safety management procedures, which ensure the ability of contract staff to manage health and safety effectively and to carry out risk assessments during the construction phase of the project.
5. Evidence of the selection procedures adopted for vetting potential subcontractors and ensuring their competence and allocation of resources.
6. Evidence of the steps taken to ensure the compliance of the *Contractor* and their subcontractors with relevant legislation
7. Rules and procedures that are applied at site level (and will be applied on this contract) and evidence that they are applied e.g. that regular site audits are undertaken.

The *Contractor* implements these policies, responsibilities, procedures, trainings, steps and rules in order to Provide the Works.

* + 1. This contract has been let on the basis that the work will be carried out by a competent contractor who can properly identify and assess the basic risks associated with the construction process from the tender documents, and be able to put appropriate precautions in place. The *Contractor* is to put appropriate responses in place regardless of whether they are required in law or under this contract; are stated in the *Contractor*’s own health and safety risk register or Health and Safety Plan.
    2. A list of significant or unusual risks specific to this contract is identified in Appendix 3 of the lot-specific Works Information. If the *Contractor*, as Principal Contractor, identifies other significant or unusual risks (whether at tender or during the contract), he should add these to such a list. The *Contractor* converts this list into a health and safety risk register which assesses the risks and gives details of management responses to these significant or unusual hazards. This register is added to, up dated and developed as the contract progresses, with responses being incorporated into method statements for individual operations.
    3. An Outline Construction Health and Safety Plan is/was required at tender from the potential Contractor, as potential Principal Contractor, to primarily demonstrate how he intends to safely manage risks on *site*. The proposals form the basis of the Construction Phase Health and Safety Plan, which must be developed by the Principal Contractor prior to commencing on site. The Outline Construction Phase Health and Safety Plan is to include:

1. The organisation and resources which the Contractor proposes to manage health and safety of the construction phase including the works of subcontractors
2. General method statement for the works explaining why the sequence of activities (as outlined in clause 3.2.1) is being done in this order
3. Methods for access to the site through public areas, to take particular account of children and tourists
4. Traffic management procedures
5. Method statement for identifying and protecting existing services, to particularly include methods for isolations and lock out procedures
6. Reference where appropriate to standard procedures.
7. Welfare facilities which will be in place prior to the commencement of the works on site.

### **The Construction Phase Health and Safety Plan**

* + 1. As required by the CDM Regulations 2015, on award of this contract, the *Contractor* as Principal Contractor is to develop their Outline Construction Health and Safety Plan into the Construction Phase Health and Safety Plan. This must be done before the construction work starts and, in order for the *Employer*  to ensure that it is satisfactory, the *Contractor* submits it to the *Employer*  not less than one week before planned commencement of construction of the *works* on *site*. Failure to submit a suitably developed Construction Health and Safety Plan within this timescale is a reason for the *Employer*  to stop the *works* which arises as a fault of the *Contractor*.
    2. In developing the Construction Phase Health and Safety Plan, the *Contractor* as Principal Contractor, should ensure that it:

1. complies with the law, this contract and the Contractor’s own policies and procedures submitted at tender
2. incorporates the Contractor’s proposed arrangements, submitted at tender, for the management of health and safety during the construction phase
3. becomes a project-specific document, which sets out the arrangements for securing the health and safety of all those who are carrying out the construction work and all others who may be affected by it.
   * 1. In addition to the requirements stated for an Outline Construction Health and Safety Plan, the Construction Phase Health and Safety Plan must show that the general health and safety framework is in place (including arrangements for welfare) and that it deals with the key tasks and work packages during the initial stages. It includes the following:
4. A general statement of health and safety principles and objectives for the project.
5. Arrangements for preparing and issuing site rules and health and safety directions and drawing them to the attention of those affected and ensuring their compliance.
6. Arrangements for communications between the project team, other contractors and site operatives.
7. Arrangements for co-operation and co-ordination between all contractors.
8. Arrangements for ensuring that all employees have received relevant health and safety training.
9. Arrangements for consulting with, and taking the views of, people on site.
10. Selection procedures for ensuring competency of subcontractors, the self-employed and designers where appointed by the Principal Contractor.
11. Arrangements for carrying out risk assessments and for managing and controlling risks.
12. Emergency procedures including fire precautions.
13. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
14. Arrangements for first aid.
15. Arrangements for welfare facilities and site set-up including a method statement for installation of temporary facilities.
16. Arrangements for monitoring procedures to ensure compliance with site rules.
17. Arrangements for reviewing procedures to obtain feedback.
18. Method Statements related to the hazards identified in the pre-tender health and safety plan and/ or statements on how hazards and other significant hazards identified by the *Employer*  or Contractor will be addressed.

### The *Contractor*’s Construction Phase Health and Safety Plan must be retained on site at all times for inspection by the *Employer* or HSE if required. Failure to maintain, update or develop the Construction Phase Health and Safety Plan or implement it effectively may result in an instruction from the *Employer* to stop work, which would arise from the fault of the *Contractor*.

* + 1. Under the CDM Regs 2015, as Principal Contractor, on Completion of the *works*, the *Contractor* is required to provide information for the Health and Safety File to the Principal Designer. Failure to provide this information on Completion is considered a Defect which if not rectified within the *defects correction period* from Completion may result in monies being paid from the *Contractor* to the *Employer* i.e. a reduction in retention monies being returned.

### **Continuing Liaison for any *Contractor*’s design**

* + 1. Any Method Statements, temporary Works designs or variations to the designer’s indicated method and/or sequence of construction are to be forwarded to the *Employer* and their Principal Designer at the earliest opportunity, in order for health and safety implications to be assessed.
    2. Notwithstanding any requirement of the contract, a minimum of seven days notice will be required for the consideration of any change. Failure to do so may result in an instruction to stop work which arises from the fault of the *Contractor*.

### **Continuing Liaison for any Unforeseen Eventualities**

* + 1. The *Contractor*, as Principal Contractor, must inform the *Employer*  and their Principal Designer, as an early warning, of any variations required to the permanent works, temporary works or sequence of construction arising from adverse physical conditions or obstructions unforeseen at the commencement of the *works* or an individual operation which has health and safety implications.

### **Authorised Persons & Permits to Work**

* + 1. The *Contractor* shall:

1. Be responsible for issuing and managing all permits to work. The Contractor shall liaise with the local TRP Park Manager and coordinate their own procedures with those of the *Employer* . No work shall be undertaken without this liaison taking place.
2. Ensure that all personnel carrying out work on Park premises are competent and qualified to carry out the work requested of them, especially in relation to work on English Heritage listed structures.
3. Be responsible for, in conjunction with *Employer ’s* H&S Advisor, publishing all H&S notices for staff and visitors and all other necessary signage in and around the site for which the *Contractor* has control.

### **Other Health & Safety Obligations**

### The *Contractor*, as Principal Contractor, must make reasonable arrangements for monitoring compliance of every other contractor, acting as subcontractor or directly employed by the *Employer* , with Health and Safety law and may give reasonable directions to any other contractor so far as is necessary to enable him to comply with his duties under the CDM Regulations.

### The *Contractor* must take all necessary precautions in site organisation and actual construction to ensure the safety of personnel on site and the general public who have access to the surrounding area, and to provide all health, safety and welfare facilities required by Statutory Regulations.

### The *Contractor* promptly notifies, as an early warning, the *Employer* of any unexpected or unforeseen health and safety risks which may arise in connection with the performance of its obligations under this contract. The *Employer* promptly notifies, as an early warning, the *Contractor* of any new health and safety hazards which may exist or arise at the *site* which may affect the *Contractor* in the performance of its obligations under this contract.

* + 1. While on the *site*, the *Contractor* shall comply with any health and safety measures implemented by the *Employer*  in respect of Staff and other persons working there.
    2. The *Contractor* shall notify the *Employer*  immediately, as an early warning, in the event of any incident occurring in the performance of its obligations under this contract where that incident causes any personal injury or damage to property which could give rise to personal injury.
    3. The *Contractor* shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the *Employer*  if instructed.
    4. Hard hats must be worn by all personnel either working or visiting an area where there is a foreseeable risk of injury and in designated hard hat areas as laid down by the Construction (Head Protection) Regulation, 1989.
    5. Any other contract specific requirements for Health and Safety are stated in the Contract specific Works Information documents and drawings.

## General Duties of the *Contractor*

The following are the Contractor’s general duties:

### **Progress Meetings**

The *Contractor* is to provide an appropriate construction team representative to attend progress meetings, setting out and other meetings. The representative is to give a full update on construction works and be able to answer technical, programming, staffing and financial queries.

### **Programme**

### A compliant tender programme is to:

1. Contain a linked bar chart which identifies all the principal items of work in the priced Price List.
2. shows the work of any individual Subcontractor, the *Employer*  or other contractors
3. key dates on this programme, including starting date, access dates, planned Completion and contractual Completion Date, including those applicable to any sections.
4. a detailed list of what the *Employer*  or others need to do or supply to the potential Contractor in terms of information, access etc. and by when it needs to be supplied in order for the Contractor to expedite the works efficiently and to time.

### In addition to the requirements of clause 3.2.1 above, on award of the contract, the programme in clause 3.2.1 is to be developed to include:

1. for each grouping of items (for example, as per the priced Price List) and prior to commencing work on such grouping of items, a detailed method statement of how they plan to do the work identifying principal Equipment and other resources which he plans to use. This method statement is to take full cognisance of risks and responses identified in the Health and Safety Risk Register.

### In addition to the requirements of clause 3.2.1 and 3.2.2 above, an updated programme also:

1. Shows progress to date differentiating between delays that are considered to be owned by the Contractor and those that are contractually owned by the *Employer*  i.e. compensation events.
2. Identifies significant early warnings that have a high likelihood of impacting on the progress of the works.

### **Communications**

### The *Contractor* is to work closely with the *Employer*’*s* design team, park management staff and other TRP staff to ensure the smooth running of the contract on site. This includes the sharing of best practices and identifying and discussing: design solutions; practical solutions to early warnings; ideas for cost savings; how to maintain quality standards; and avoid or reduce health and safety risks. All communication is to be open, honest and timely.

3.3.2 Within 2 working days of the Contract Date, each Party identifies the email address for receiving all communications required under this contract. This is the address required under clause 13.1 of the conditions of contract.

### **Site Conditions**

### The *Contractor* is to closely monitor site and weather conditions to prevent damage to the Park fabric and construction works from water logging, compaction of surfaces and frost damage. Where concerns arise, the *Contractor* should early warn in accordance with the conditions of contract and consult with the Park Management to identify the most appropriate solution. For example, installation of trackway or bark chips to protect grass surfaces; plastic sheeting to protect grout or concrete foundations; temporary ramps or ducting on heavily trafficked access routes.

### **Quality Expectations**

### The *Contractor* is to work closely with the Contract Administrator to ensure quality is maintained throughout the contract. This may include joint inspections, timely production of certificates, samples or reports (e.g. RoSPA inspection reports, topsoil samples, delivery notes, paint or stain samples etc.), maintaining high standards and understanding issues related to construction, and help with communications to stakeholders and visitors.

### **Working in Public Spaces**

### The *Contractor* must be prepared to respond to the challenges of working in public and highly visible spaces. The *Contractor* can expect to be asked questions relating to directions, park features, opening times and related matters when working in the park. The *Contractor* works with the *Employer* or their representative to ensure all site Staff are appropriately briefed; and ensure that employees comply with the spirit of the Citizens Charter and handle all such requests courteously and helpfully at all times.

3.6.2 The *Contractor* must provide suitable fencing to securely enclose the site and protect existing landscape features, surfacing and planting for the duration of the works.

### **Tree Protection**

### The *Contractor* is to outline relevant tree protection to BS 5837 within construction method statements and ensure that these standards and methods are maintained on-site at all times. The *Contractor* is to ensure that they are following The Royal Parks Arboricultural Method Statement at all times and to work with the TRP Arboricultural Officers when working adjacent to trees.

### **Procurement of Timber and Wood Derived Products**

### As well as complying with any detailed and contract specific requirements stated elsewhere in the Works Information, the *Contractor* is to conform to the standards below to ensure that all timber and wood derived products used on site is sustainably sourced and that the appropriate paperwork is provided to show the chain of custody and evidence of sustainability.

### All timber and wood derived products supplied or used by the *Contractor*, including his sub-contractors, is to originate from a forest source where management of the forest has full regard for social criteria including:

1. identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest
2. mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
3. safeguarding the basic labour rights and health and safety of forest workers.

### If requested by the *Employer*, and not already provided at tender evaluation stage, the *Contractor* provides to the *Employer* evidence that the Timber and wood derived products supplied or used To Provide the Works complies with the requirements of the Works Information. If requested by the *Employer*, the Contractor provides to the *Employer* evidence that the Timber and wood-derived products supplied or used To Provide the Works complies with the requirements of the previous clause.

### The *Employer* reserves the right at any time during the contract and for a period of 6 years from the *defects date* to require the *Contractor* to produce such evidence required for the *Employer’s* inspection within 14 days of the *Employer*’*s* written request.

### The *Contractor* shall maintain such records of all Timber and wood derived products incorporated into the *works*. Such information shall be made available to the *Employer* if requested, for a period of 6 years from the *defects date* i.e. seven years after Completion.

### The *Employer* reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy the *Employer* that the Timber and wood-derived product complies with the social criteria defined in clause 3.8.2 above. In the event that the *Employer* is not satisfied, the *Contractor* shall commission and meet the costs of an “Independent Verification” and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria.

### “Independent Verification” means that an evaluation is undertaken and reported by an individual or body whose organization, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent, and whose organization, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

### The *Employer* reserves the right to reject any timber or wood-derived products that do not comply with the Works Information, including social criteria in clause 3.8.2. If the *Employer* exercises this right, the *Contractor* supplies an alternative timber or wood-derived product, which does comply, at no additional cost to the *Employer* whilst minimising any delay to Completion.

### **Waste Management**

### Removal of all waste from the *site* should be carried out in accordance with, at a minimum, waste management legislation. In addition, the *Contractor:*

1. removes rubbish, debris, surplus material and spoil regularly in order to keep the site clean and tidy, so that the park’s appearance is minimally detracted from.
2. ensure that unwanted non-hazardous material, spoil and rubbish is disposed of at a tip approved by the Environment Agency.
3. removes all surplus hazardous materials and their containers regularly off site in a safe and competent manner as approved by the Environment Agency and in accordance with relevant regulations.

### The *Contractor* retains all waste transfer documents on *site* and retains them elsewhere until the Defects Certificate issued.

### The *Contractor* provides the *Employer’s* nominated representative or agent and CDM Principal Designer with copies of Waste Management records for sustainability auditing purposes and for inclusion in the Health and Safety File. Details to be recorded include a description and weight of waste items, details of waste facility used for disposal and date of disposal. Waste should be recorded in terms of tonnes going to landfill, reused/recycled, composted, incinerated without energy recovery or incinerated with energy recovery. Tables will be provided for completion during the contract.

### **Environmental Requirements**

### The *Contractor*, when working on site, is to perform its obligations under this contract in accordance with the *Employer’s* environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

### The *Contractor* complies in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the *works*. Without prejudice to the generality of the foregoing, the *Contractor* shall promptly provide all such information regarding the environmental impact of the works as may reasonably be instructed by the *Employer*.

### The *Contractor* meets all reasonable instructions by the *Employer* for information evidencing compliance with the provisions of this clause by the *Contractor*.

### Where the *Contractor* is required to submit reports to the *Employer*, all of the paper used shall be Elemental Chlorine Free and 100% recycled with a minimum of 80% post consumer waste, unless otherwise agreed with the *Employer.*

### **Traffic Management**

### 3.12.1 The *Contractor* to liaise directly with the *Employer* or their representative to ensure the safe and effective management of vehicle, cycle and pedestrian traffic around the *works*. The *Contractor* is to provide a detailed methodology, traffic management plans and appropriate signage to minimise potential conflict between construction traffic, deliveries, Park visitors and operations necessary for the day-to-day running of the Park (grass cutting, sweeping, litter picking, etc.). The Contractor is to provide for advisory signage indicating scope and nature of the *works* and identifying closed access and alternative routes as well as hazardous areas.

### **Deliveries**

### The *Contractor* is to liaise directly with Park Management teams and delivery companies to ensure the safe and timely delivery of construction Plant and Materials, construction Equipment and other supplies. The *Contractor* is to confirm agreed delivery routes with the *Employer*. He is also to ensure all relevant parties, including those external to this contract, are aware of large deliveries or those that require associated traffic management.

### **Location and working around Existing Services**

### Any surveys for existing services and other information are referenced in the Site Information. No warranty is given as to the accuracy, or completeness of this information. The *Contractor*'s attention is drawn to the possibility that there may be services and facilities other than those noted. It is the *Contractor*'s responsibility to ascertain the position of all services and facilities likely to be affected by the *works* whether indicated on these drawings or not.

### The *Contractor* is responsible for isolating and disconnection of the relevant services before construction work commences. Services that are to remain are to be protected. Any work carried out to or which affects new or existing services, must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority. The *Contractor*, as Principal Contractor, must adequately protect all types of work and all parts of the *works*, including work carried out by others, throughout the duration of this contract. Wherever work is of a vulnerable nature, including working in the close vicinity of or exposing services, the *Contractor* is to provide special protection to ensure that damage does not occur. This includes, but is not limited to:

1. before starting work, checking exact positions of existing services.
2. following service authorities recommendations for work adjacent to existing services.
3. adequately protecting services in order to prevent damage.
4. not interfering with their operation without the consent of the service authorities or other owners.

### If any damage to service results from the execution of the *works*, notify the *Employer* as an early warning and inform the appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the *Employer* to deal with an emergency will not affect the extent of the *Contractor*’s liability.

### **Hazardous Construction Materials**

### Manufacturer’s or supplier’s data sheets for all proprietary products should be obtained and assessments carried out in accordance with COSHH Regulations. Appropriate precautions should then be implemented to minimise risks. The *Contractor* should retain a copy of all such assessments for inclusion in the Health and Safety File.

### Removal of all waste from the site should be carried out in accordance with waste management legislation and auditable records should be retained for inclusion in the Health and Safety File. The transportation of all waste within occupied areas should only be carried out outside normal working hours.

### **Branding, Signage& Publicity**

### Unless otherwise agreed with the *Employer*, the *Contractor* must display as joint information:

1. one sign that identifies the name of the works
2. one sign which identifies that TRP are the *Employer* , branded with the TRP logo (which TRP are to supply) and a TRP individual to contact with contact details;
3. one sign which identifies the name of the Contractor and a person to contact with contact details. The Contractor may brand their identity using their corporate logo, providing such logo does not exceed 0.5 metres by 1 metre. No other branding or publicity is allowed without TRP’s agreement.

The location of this joint information is agreed with the *Employer* on award.

### The *Contractor* is responsible for the adequate provision of all statutorily required signage and is responsible for the provision of all other signage, including the notification of dangerous areas, and directional signage as required. TRP expects the *Contractor* to be pro-active in the provision of this service.

### The *Contractor* must not make any public, advertising/publicity, website or media comment, statement or reference, (either reactive or proactive) via social, online, broadcast or print channels, relating to this contract in any way, except with the prior agreement of the *Employer*.

### **Uniforms, Protective Clothing and Safety Shoes**

### Uniforms, appropriate protective ‘hi-viz’ clothing and safety shoes for the *Contractor*’s people are to be provided by the *Contractor* and are to be of a high standard in both quality and appearance.

### Full uniforms must be worn at all times. In warm weather, short sleeve shirts may be worn or sleeves folded up above the elbows. Clean black safety shoes must be worn. A badge with the name of the person and the *Contractor* must also be worn.

### While the *Contractor* does not need to submit uniforms, protective clothing and shoes to the *Employer* for acceptance, the *Employer* may instruct improvements, both generally and for an individual if it falls below the standard required by TRP.

### **Other Constraints**

### The *Contractor* is to comply with any other constraints stated in Schedules 3A, 3B and 4B of this contract.

## Site-Wide Elements

### **Temporary Site Accommodation and Storage**

* + 1. Space for the *Contractor*’s temporary site accommodation, which may include storage areas, is available. The exact location and layout of site accommodation is to be submitted to the *Employer* for acceptance, with a reason for non-acceptance being that it will not allow the *Contractor* to Provide the Works.
    2. The *Contractor* keeps his area of operations clean and tidy at all times, paying particular attention to keeping dust and debris to a minimum.
    3. The *Contractor* is to clear away accommodation and is responsible for all necessary repair, reinstatement and making good.
    4. The *Contractor*, as Principal Contractor, is to provide all necessary temporary accommodation to carry out the *works* and provide and maintain and keep in a sanitary condition accommodation and facilities for all persons employed on the *works*.
    5. The following specific requirements apply:

|  |  |
| --- | --- |
| a)***Lighting and Power*** | The *Contractor* must make all arrangements for the supply of electricity for the works either from the *Employer* ’s existing electric mains or provide temporary electric power for the execution of the *works* in accordance with the Electricity Authority's regulations. The *Contractor* is responsible for providing any additional lighting to that existing in order to Provide the Works. |
| b)***Welfare Facilities*** | Existing public toilets are not available for use by the *Contractor*. The *Contractor* is to make his own arrangements for welfare facilities (toilets etc.) within the designated compound area. |
| c)***Water*** | The *Contractor* is to make his own arrangements for any water supply required. |
| d)***Telephone*** | A mobile telephone should be allocated to the contract. |

### **Isolation of the *site* from the Park**

### The *Contractor*, as Principal Contractor, is to provide, erect, maintain, alter and adapt to suit the progress of the works all necessary temporary fences, hoardings, screens and gates, scaffolding etc., lighting and other temporary works on and adjacent to public and private rights of way and for the protection of the public and for the proper execution of the *works* and in accordance with the requirements of local and other authorities, and with the permission of the *Employer* , alter, shift and adapt from time to time as necessary. In particular:

1. The site must be left secure and safe, and with any open excavations adequately protected, when the Contractor is not working e.g. overnight, over weekends and holidays.
2. Where skips are left unattended they shall be of the fully enclosed or lockable type, to prevent un-authorised access.

### **Access and Egress**

### The *Contractor*’s access to and egress from the *site* is limited to the route or routes stated in lot-specific Works Information documents and drawings. Given these constraints, the *Contractor* is to satisfy himself as to the accessibility of the *site*, and the full extent and character of the *site*. If access is required to other areas, either to access the *site* or to do work, this will only be gained by prior permission of the *Employer*.

### Access and egress for materials supply and removal is to be carried out at times agreed with the *Employer*.

### Regardless of specifics for access and egress for this works, the *Contractor* must comply with constraints stated within the Parks Vehicle Policy.

### Access for Emergency Services to all areas of the Park and *site* must be maintained at all times.

### **Traffic, Pedestrian and Cyclist Routes**

* + 1. Safe routes around the *site* for vehicles, cyclists and pedestrians, segregated wherever possible, are to be developed and maintained by the *Contractor*.
    2. The *Contractor* shall ensure that measures are in place for safely receiving visitors onto the site including registration, induction, provision of PPE etc.
    3. Access routes to all properties and facilities around the Park must be maintained at all times.

## Requirements for Title

### A certificate of vesting includes a description of the Plant and Materials; the location at which it is stored or being manufactured; a statement that ownership is vested with the *Employer* ; that all reasonable steps are to be made for it to be stored separately and marked as owned by the *Employer* ; confirmation that payment has been made by the *Contractor* to the supplier; is insured by either the *Contractor* or supplier; is dated and signed by a director of the *Contractor* and, if being stored or still to be made by a supplier, a director of the supplier.

### Marking means a durable notice being put on or in close proximity to the Plant and Materials that states in large letters (visible to a passerby) “Ownership of this >insert description of the item< is owned by The Royal Parks and was paid for on >insert date<.”

### Photographs demonstrating proof of marking should include the notice, the majority of the item, be date stamped and have a newspaper, published on the same day, in the photograph.

## Overlap with *Employer*’s Undertakings

### The *Contractor* is to impose a comprehensive set of rules to cover work activities and the conduct of its personnel on *site*. The *Contractor* is to comply with the Park Rules and the Regulations included in Appendix A of this Works Information document. Additionally the following rules below must be adhered to. The *Contractor* is to:

1. Ensure all site personnel, including all personnel of subcontractors and suppliers, are security cleared before being admitted to the site or being issued with a security pass.
2. Apply methods, wherever possible, to limit the disturbance from excessive construction noise. Radios and the like are not permitted.
3. Ensure that the works are carried out in a safe manner and that all necessary measures are taken in ensure the safety of the neighbours, the public and site personnel both during and outside normal working hours.
4. Limit, by suitable means, the ingress of dust and dirt into adjacent areas.
5. Secure working areas against trespass, particularly outside of normal working hours as the park is not closed at night, and prevent Contractor’s personnel from trespassing onto neighbouring property.
6. Not burn any waste or other materials on the site.
7. Take all necessary precautions to prevent personal injury, death, and damage to the works or other property from fire and comply with 'Standard Fire Precautions for Contractors' HMSO 1991.
8. Take all reasonable precautions to prevent pollution of the site, the works and the general environment, including streams and waterways. If pollution occurs, inform the appropriate Authorities and the *Employer* ’s nominated representative or agent without delay and provide the person with all relevant information.
9. Prevent damage to existing buildings, fences, gates, walls, trees, hedges, planted areas, roads, paved areas and other site features, which are to remain in position during the execution of the works.
10. Not impede vehicular access to neighbouring premises.
11. Carefully control smoking to guard against risk of fire.
12. Not permit alcohol or illegal substances to be brought onto or consumed on site or in the mess rooms.
13. Not permit people to live in accommodation on the site.
14. Provide an adequate number of trained and qualified First-Aiders and an adequate provision of first aid equipment suitable and sufficient for the risks of injury associated with their work. This is to comply with their role as the Principal Contractor under this contract.
15. Ensure suitable PPE is worn by all site personnel either working or visiting the site. In particular the *Employer* requires that all site personnel wear safety footwear.
16. Not allow the wearing of shorts and baring to the waist is prohibited. An appropriate standard of dress must be maintained at all times.
17. Not permit obscene literature or offensive language and behaviour on the site.

**Appendix A**

[**Statutory Instrument 1997 No 1639 - The Royal Parks and Other Open Spaces Regulations 1997**](https://www.royalparks.org.uk/__data/assets/pdf_file/0017/56123/Royal-Parks-and-Other-Open-Spaces-Regulations-1997-informal-consolidated.pdf)

**APPENDIX B: PRO-FORMAS FOR CONTRACT COMMUNICATIONS**

**Guidance Note on use of Early Warnings:** the early warning process is a simple process to tell the other party when there is a potential problem – regardless of who ultimately will pay – early, so that something can be done promptly to minimise any effects.

As such, this should contractually include Technical Queries (TQs) and Requests for Information (RFIs). There are two ways of approaching this:

* Have TQs and RFIs as a sub-set of early warnings. TQs or RFIs can be notified as a list; OR
* Have the TQ and RFI process outside the contractual process, but escalate if not being resolved to an early warning.

Ultimately it is up to the team that is operating the contract to determine how they want to use the early warning process. To re-iterate, the purpose is to identify a problem early so that something can be done early to minimise any impact.

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| **EARLY WARNING NOTIFICATION (EWN) No. XX** | | | | | | | | | | | | |
| **DATE & TIME Notified :** XX/XX/14 at XX.XX | | | | | | | | | | | | |
| IN ACCORDANCE WITH ECSC SUB-CLAUSE 16.1 | | | | | | | | | | | | |
| **Location:** | | XXXXX | | | ***Employer :*** | | | | The Royal Parks | | | |
| ***Employer* ’s representative or agent:** | | XXXXXX | | | ***Contractor:*** | | | | XXXXXXXX | | | |
| **Addresses:** | | **The Royal Parks**  The Old Police House  Hyde Park  London  W2 2UH | | |  | | | | XXXXXXXX,  XXXXXX,  XXXXXXX,  XXXXXX.  XXX XXX. | | | |
| **From:** | | **>Insert organisation<** | | | **To:** | | | | **>insert organisation<** | | | |
|  | | **>Insert individual’s name<** | | |  | | | | **>insert individual’s name<** | | | |
| **Actual** or **Potential Future Event** (delete as appropriate) | | | | | | | | | | | | |
| **Description of event and when did or most likely to occur:** | | | | | | | | | | | | |
| **Relevant documents, inc previous comms:** | | | | | | | | | | | | |
| **Priority for Resolving:** | | | | | | | | | | | | |
| **URGENT:**  Resolve immediately | **HIGH PRIORITY**  Resolve within a week | | | **MEDIUM PRIORITY**  Resolve within 2 weeks | | | | **LOW PRIORITY**  Resolve with a month | | | | **RFI or TQ**  Resolve as needed |
| **Impacts on:** |  | | | **Estimates of most likely impact:** | | | | | | | | |
| **Cost** | Yes  No | | |  | | | | | | | | |
| **Time** | Yes  No | | |  | | | | | | | | |
| **Performance** | Yes  No | | |  | | | | | | | | |
| **H&S** | Yes  No | | |  | | | | | | | | |
| **Distribution:** | | | | | | | | | | | | |
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| IN ACCORDANCE WITH ECSC SUB-CLAUSE 16.2 | | | | | | | | | | | | |
| **Name:** | | | **Role:** | | | **Name:** | | | | | **Role:** | |
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| **Agreed Actions:** | | | | | | | | | | | | |
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| **COMPENSATION EVENT NOTIFICATION (CEN) No. XX** | | | | | | | | | | |
| **DATE & TIME Notified :** XX/XX/14 at XX.XX | | | | | | | | | | |
| IN ACCORDANCE WITH ECSC SUB-CLAUSE 61.1 | | | | | | | | | | |
| **Location** | | | XXXXX | | ***Employer*** | | The Royal Parks | | | |
| ***Employer* ’s representative or agent** | | | XXXXXX | | ***Contractor*** | | XXXXXXXX | | | |
| **Addresses** | | | **The Royal Parks**  The Old Police House  Hyde Park  London  W2 2UH | |  | | XXXXXXXX,  XXXXXX,  XXXXXXX,  XXXXXX.  XXX XXX. | | | |
| **From:** | | | >Insert organisation< | | **To:** | | >insert organisation< | | | |
|  | | | >Insert individual’s name< | |  | | >insert individual’s name< | | | |
| **Relevant compensation event clause:** | | | | | 60.1 (XX) | | | | | |
| **Other relevant communications &/or attachments:** | | | | |  | | | | | |
| **Reasons / Explanation:** | | | | | | | | | | |
| **Distribution:** | | | | | | | | | | |
| **Name:** | | **Role:** | | | **Name:** | | | | | **Role:** |
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| **If the above compensation event has been notified by the *Contractor* then the**  ***Employer* ’s response in accordance with clause 61.2 is either** (delete with line through as relevant ) | | | | | | | | | | |
| * + - 1. **Notification that the Prices and Completion Date are not to be changed as** | | | | | | | | | | |
| 1. It arises from the fault of the *Contractor* | | | | | | 1. Has not or is not expected to happen | | | | |
| 1. Has not effect upon Defined Cost or Completion | | | | | | 1. Is not one of compensation event stated | | | | |
| **Justification for above:** | | | | | | | | | | |
| * + - 1. **An instruction to submit a quotation / quotations** taking account of, if any (delete below with line through as appropriate): | | | | | | | | | | |
| 1. Failure to give an early warning as per clause 61.3 | | | | | | 1. Stated assumptions as per clause 61.4 | | | | |
| 1. Different practicable ways of dealing with it as discussed under clause 62.5 | | | | | |  | | | | |
| **Amplification on above:** | | | | | | | | | | |
| As discussed, the quotation will be assessed using (delete below with line through as appropriate) | | | | | | | | | | |
| Existing rates under clause 63.1 | | | | Records of Defined Cost from  >Time< on >Date<to>Time< on >Date< | | | | | Forecasts of Defined Cost from >Time< on >Date | |
| **Time and Date of above *Employer* ’s response:** | | | | | | >Time< on >Date< | | | | |
| **From:** | >Insert organisation< | | | | | **To:** | | >insert organisation< | | |
|  | >Insert individual’s name< | | | | |  | | >insert individual’s name< | | |
| Is this a revised quotation in accordance with clause 62.4 (cross through as appropriate)? | | | | | | Yes  No | | | | |
| I, the *Contractor*, confirm that the stated compensation event is assessed in accordance with clause 63 of the ECSC. | | | | | | | | | | |
| The proposed change to the Prices or the following rates (state which rates) (assessed in accordance with clause 63.1 or 63.2) : | | | | | | plus / minus **£**XX.XX**p** | | | | |
| The proposed change to the Completion Date is (assessed in accordance with clause 63.4): | | | | | | **+**XX days | | | | |
| The details are either in the attached documents listed &/or below (cross through as appropriate): | | | | | | | | | | |
| **Distribution:** | | | | | | | | | | |
| **Name:** | | **Role:** | | | **Name:** | | | | | **Role:** |
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| The ***EMPLOYER*’S REPLY** in accordance with clause 62.3 of the ECSC is:  (cross through below with line as appropriate) | | | | | | | | | | |
| * + - 1. Acceptance of the above quotation which means the: * Contract Prices are now: * Contractual Completion Date is now: | | | | | | £XXXX-XXp  >Date< | | | | |
| * + - 1. Notification that the *Employer*  does not agree with the quotation for the following reasons: | | | | | | [**Note:** in accordance with clause 62.2 of the ECSC, if this is not an acceptance of the *Contractor*’s first quotation, then the *Contractor* may submit a revised quotation within 2 weeks; second quotation, the *Employer*  must assess] | | | | |
| If the above quotation was for a proposed instruction or proposed changed decision (as per clause 62.2), the *Contractor* is notified that: | | | | | | | | | | |
| * The instruction or changed decision will NOT be given or made and he should NOT proceed with the work. | | | | | | | | | | |
| * The *Employer*  instructs the Contractor to proceed with the works. | | | | | | | | | | |
| **Time and Date of above *Employer* ’s response:** | | | | | | >Time< on >Date< | | | | |

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| **PAYMENT CERTIFICATE** | | | |
| IN ACCORDANCE WITH ECSC CLAUSE 50 of the ECSC and clause 1 of the amendments to the conditions of contract in Schedule 2 of this contract. | | | |
| Date of Certificate : >Insert Date< | | | |
| **Location** | XXXXX | ***Employer*** | The Royal Parks |
| ***Employer* ’s representative or agent** |  | ***Contractor*** | XXXXXXXX |
| **Addresses** | ***Employer :***  The Royal Parks  The Old Police House  Hyde Park  London  W2 2UH |  | ***Contractor:***  XXXXXXXX  XXXXXXXX  XXXXXXXX  XXXXXXXX |
| **From:** | >Insert organisation< | **From:** | >Insert organisation< |
|  | >Insert individual’s name< |  | >Insert individual’s name< |

I hereby certify on the *Employer* ’s behalf that the change to the amount due (i.e. not previously certified and taking into account retention and all set-off abatement to which the *Employer*  is entitled, but exclusive of VAT) to which the *Contractor* is entitled is >state sum in words<(£X,XXX.XXp), calculated on the following basis:

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| Price for Work Done to Date | £X,XXX.XXp |
| Plus other amounts to be paid to the *Contractor* | £X,XXX.XXp |
| Sub-total | £X,XXX.XXp |
| Less amounts to be paid by or retained from the *Contractor* (X% retention amount) | £X,XXX.XXp |
| Amount due | £X,XXX.XXp |
| Less amount due in the last payment certificate | £X,XXX.XXp |
| Change in the amount due since the previous payment  which is to be paid | **£X,XXX.XXp** |

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| **OTHER COMMUNICATIONS FORM** | | | | | |
| **DATE & TIME of Sending:** XX/XX/14 at XX.XX | | | | | |
| **Location** |  | | ***Employer*** | | The Royal Parks |
| ***Employer* ’s representative or agent** |  | | ***Contractor*** | |  |
| **Addresses** | ***Employer :***  The Royal Parks  The Old Police House  Hyde Park  London  W2 2UH | | ***Contractor*** | |  |
| **From:** | >Insert organisation< | | **To:** | | >insert organisation< |
|  | >Insert individual’s name< | |  | | >Insert individual’s name< |
| **Type of Communication**(cross through below with line as appropriate)**:** | | | | | |
| *Employer* ’s notification | *Contractor*’s notification | | *Employer* ’s acceptance | | Other |
| *Employer* ’s instruction | *Contractor*’s submission | | *Employer* ’s non-acceptance | |  |
| in accordance with clause X | | | | | |
| **Details / Reasons:** | | | | | |
| **Relevant documents and other communications:** | | | | | |
| **Is a reply required under the contract or wanted:** | | | | Yes  No | |
| **Distribution:** | | | | | |
| **Name:** | **Role:** | **Name:** | | | **Role:** |
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| **DEFECT NOTIFICATION FORM No. XX** [if you are notifying a number of Defects on this form, then give a range of numbers e.g. 23 to 30, with each Defect having a specific number. The n umber will follow on from that on the Excel spreadsheet] | | | | | |
| **DATE & TIME of Sending:** XX/XX/14 at XX.XX | | | | | |
| **Location** |  | | ***Employer*** | | The Royal Parks |
| ***Employer* ’s representative or agent** |  | | ***Contractor*** | |  |
| **Addresses** | ***Employer :***  The Royal Parks  The Old Police House  Hyde Park  London  W2 2UH | | ***Contractor*** | |  |
| **From:** | >Insert organisation< | | **To:** | | >insert organisation< |
|  | >Insert individual’s name< | |  | | >Insert individual’s name< |
| **DETAILS:** | | | | | |
| **Details / Reasons:**  [If a number of Defects are being notified on this form, give each a reference number and details / reasons for each Defect] | | | | | |
| **Relevant documents and other communications:** | | | | | |
| **If notified before Completion, will this Defect prevent Completion being achieved if not corrected ? YES / NO** [strike through as appropriate. If a number of Defects are notified on this form, state ‘YES for following Defect and give reference] | | | | | |
| **If notified after Completion, by what date should it be corrected by?**  (The date of notification + the *defects correction period*) | | | | Day of week, Date/Month | |
| **Distribution:** | | | | | |
| **Name:** | **Role:** | **Name:** | | | **Role:** |
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| **COMPLETION CERTIFICATE FORM FOR THE WHOLE OF THE WORKS’** | | | | | |
| **DATE & TIME of Sending:** XX/XX/17 at XX:XX | | | | | |
| **Location** |  | | ***Employer*** | | The Royal Parks |
| ***Employer* ’s representative or agent** |  | | ***Contractor*** | |  |
| **Addresses** | ***Employer :***  The Royal Parks  The Old Police House  Hyde Park  London  W2 2UH | | ***Contractor*** | |  |
| **From:** | >Insert organisation< | | **To:** | | >insert organisation< |
|  | >Insert individual’s name< | |  | | >Insert individual’s name< |
| **DETAILS:** | | | | | |
| **Under clause 30.3, this certificate confirms that the *Contractor* achieved Completion for the whole of the works on XX/XX/17** | | | | | |
| **If notified after Completion, by what date should it be corrected by ?**  (The date of notification + the *defects correction period*) | | | | **XX/XX/17** | |
| **DEFECTS** | | | | | |
| In addition to any other Defects already notified, the following Defects are notified:  >List out giving each a reference which follows on from those on the Excel spreadsheet or state ‘None’< | | | | | |
| The date that these Defects are to be corrected by is (this date + the *defects correction period*) | | | | **XX/XX/17** | |
| **Distribution:** | | | | | |
| **Name:** | **Role:** | **Name:** | | | **Role:** |
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| **DEFECTS CERTIFICATE FORM FOR THE WHOLE OF THE WORKS’** | | | | |
| **DATE & TIME of Sending:** XX/XX/17 at XX:XX | | | | |
| **Location** |  | | ***Employer*** | The Royal Parks |
| ***Employer* ’s representative or agent** |  | | ***Contractor*** |  |
| **Addresses** | ***Employer :***  The Royal Parks  The Old Police House  Hyde Park  London  W2 2UH | | ***Contractor*** |  |
| **From:** | >Insert organisation< | | **To:** | >insert organisation< |
|  | >Insert individual’s name< | |  | >Insert individual’s name< |
| **DETAILS:** | | | | |
| Under clauses 41.4 and 11.2(4), this certificate confirms that[delete below as appropriate]:   * There are no outstanding uncorrected notified Defects; or * The following notified Defects remain uncorrected:   >give the reference No. and brief description< | | | | |
| **Distribution:** | | | | |
| **Name:** | **Role:** | **Name:** | | **Role:** |
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