

EMPLOYERS REQUIREMENTS - STORAGE FACILITY (TRACTOR SHED)

AT

COUNCIL YARD
FROST LANE
HYTHE

1ST MARCH 2023

ON BEHALF OF:

HYTHE AND DIBDEN PARISH COUNCIL

PREPARED BY:



BAYSIDE

BUILDING CONSULTANCY

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DOCUMENT RECORD

Issue No	Date	Comments
01	15 th November 2022	Draft issued to client for review.
02	25 th November 2022	Updated following client review 22 nd November 2022
03	9 th January 2023	Key dates revised ready for re-tendering.
04	1 st March 2023	Key dates revised ready for re-tendering.

1.0 PROJECT INTRODUCTION

1.1 GENERAL

- 1.1.1 The project comprises the construction of a new industrial unit (known as ‘tractor shed’ under the granted planning permission) to provide a storage and maintenance facility for machinery and materials used by Hythe & Dibden Parish Council to maintain their sites and open space.
- 1.1.2 The Employer’s Requirements include information on the brief and specifications to guide and assist the tenderers to develop and complete their Contractor’s Proposals
- 1.1.3 This document provides background information about the site and sets out the Employer’s technical requirements for the design and construction of the works. The document describes the information that the Employer will require from the Contractor at tender stage and during the construction and post-construction stages. The document also sets out general obligations on the Contractor for the design and management of the construction project. This document is to be read in conjunction with the drawings specification and other information comprising the Employer’s Requirements

1.2 TENDERING PROCEDURE

- 1.2.1 The project is to be procured via a single stage design and build tender process with the contract being let under the JCT Design and Build 2016 Contract
- 1.2.2 The Invitation to Tender and Form of Tender provision, prepared by Hythe & Dibden Parish Council, must be complied with in full and are contained in Appendix A.
- 1.2.3 In addition to the aforementioned documents contained in Appendix A, the following provisions apply:
- The tender documents are provided for the sole use in the preparation of tenders. All tender documents remain the property of the Employer and the contents of the same shall be treated as confidential.
 - Should Contractors wish to propose a solution, which is at variance with the Employer’s Requirements, they must first check during the tender period that this is acceptable to the Employer to avoid abortive work and instant rejection.
 - Contractors shall request clarification of any tender document as soon as possible, and in sufficient time to allow the Employer’s Agent to respond no later than 2 days prior to the tender return date.
 - The Contractor’s Proposals must be fully compliant with the Employer’s Requirements in every respect. Alternative proposals should only be offered to supplement the principal offer and in each case must be discussed with the Employer’s Agent prior to implementation.

- The Contract Sum Analysis contained within these Employer's Requirements must be fully priced and extended without grouped together cost items.
- The Contractor will be required to submit an itemised projected cash flow forecast for the project, including all costs that may be incurred between contract award and start on site.
- In no circumstances must any alteration or amendment be made by the Contractor to the text, wording, or figures within these Employers Requirements or to any of the Tender documents unless specifically instructed by the Employers Agent
- Should any unauthorised qualification or amendment be made, the same will not be recognised and the documents will be read and construed as if the aforesaid alterations had not been made.
- Should the Contractor leave unpriced any of the items within the Employers Requirements he shall comply with all the obligations attached thereto without any extra charge to the Employer.
- Alternative 1 contained in Section 9 of the 'JCT Tendering Practice Note 2017' will be used in the adjustment of any errors found within the priced Employers Requirements submitted.

1.3 TENDERING INSTRUCTIONS

1.3.1 Responsibility for Design: –

- 1.3.1.1 Responsibility for design of the works remains entirely with the Contractor, irrespective of whether the Employer or his agent may have given the Contractor an understanding he has approved either the Contractor proposals, or such details as may be submitted during the course of the design development proposals.
- 1.3.1.2 The Contractor shall be responsible for assessing all the design and cost implications of Local Authority, Statutory and Fire officer approvals.
- 1.3.1.3 The Contractor shall include for all inspection fees associated with the adoption of roads and sewers required to enable the relevant part of the development to be adopted at a later date (if appropriate).

1.3.2 Subcontracting of Design

- 1.3.2.1 The Contractor shall not subcontract any aspect of design works, other than to those consultants indicated within the tender documentation, without obtaining prior written consent of the Employer's Agent.

1.3.3 Changes in Design or Specification of Materials or Workmanship

- 1.3.3.1 Any changes in design or proposed specification of materials or workmanship must be notified to the Employer's Agent prior to the work being undertaken.

1.3.4 Existing Ground Conditions and Services

- 1.3.4.1 Regardless of the information provided to tenderers within the tender documentation, the Contractor is solely responsible for determining the nature and extent of the existing ground conditions and buried services and shall allow for all requirements and costs in respect of the same, and in respect of undertaking associated design and construction works to accommodate prevailing requirements.
- 1.3.4.2 The Contractor will be responsible for determining whether or not such items as piling, soil stabilisation, pressure grouting, work to site boundaries, petrol interceptors, on site hydrobrakes, electricity sub-stations, diversion or lowering of existing services or watercourses are required.

1.3.5 Existing Survey Information

- 1.3.5.1 Survey information provided by the Employer as part of these Employer's Requirements is provided in good faith for information purposes only. The Employer shall not be responsible for the accuracy of the information provided. The Contractor shall take all measures deemed necessary to satisfy himself as to the correctness of the information contained in these Employer's Requirements.

1.3.6 Statutory Approvals

- 1.3.6.1 The design is to be in accordance with the following and with any amendments or superseding documents which may come into force prior to the completion of the works
- 1 The Local Authority's interpretation of the current Building Regulations, and any subsequent amendment thereto or superseding documents, including associated legislation and approved documents, subject only to relaxation sanctioned by the Department of the Environment.
 - 2 Any other statutory requirements including the Fire Officer's requirements relevant to the building use, the Health and Safety at Work Act
 - 3 By-Laws, Regulations and Requirements of the Local Authority departments or any other statutory bodies.
 - 4 Workplace (Health, Safety and Welfare) Regulations 1992.
 - 5 Current and relevant Code of Practice and British Standards
 - 6 Current CIBSE recommendations
 - 7 Construction (Design and Management) Regulations 2015
 - 8 Requirements of the Utility Supply Companies
 - 9 The Asbestos Regulations
 - 10 Manufacturers recommendations for design, installation and testing
- 1.3.6.2 The Contractor shall be responsible for obtaining Building Regulations approval and is to include for all costs in connection with the same.

1.3.7 Design, Materials and Workmanship

- 1.3.7.1 Design, materials and workmanship are to comply with the latest editions of the relevant British Standards and Codes of Practice current at the date of tender and are to be in accordance with current good building practice
- 1.3.7.2 All materials which are incorporated into the works, and which have a current BBA or Agreement Certificate are to be installed strictly in accordance with the manufacturer's instructions.

1.4 PROGRAMME

- 1.4.1 The Contractor shall provide a detailed programme that provides confidence that the required date for completion is clearly achievable, and the effect on local residents will be minimized.
- 1.4.2 Refer to the programme prepared by BAYSIDE BUILDING CONSULTANCY contained within SECTION 2.0

1.5 TENDER SUBMISSION DOCUMENTS

- 1.5.1 Fully priced Employers Requirements, upon request for review, shall comprise:
- 1 Completed Form of Tender
 - 2 Fully priced Preliminaries
 - 3 Fully priced Contract Sum Analysis
 - 4 Completed Dayworks and Contractors Required Overhead and Profit
 - 5 Completed General Summary

1.6 NOVATION

- 1.6.1 The following consultants shall be novated to the Contractors Design Team following successful contract award:
- Not applicable.

2.0 PRE-CONTRACT PROGRAMME

2.1 All dates below are week ending dates unless otherwise stated:

-	Tender Documents Launched	2 nd March 2023
-	Contractor Site Visit	Tender Period
-	Tenders returned (By Noon on)	7 th April 2023
-	Purchase Order Issued	27 th April 2023
-	Contractor Lead-In	4-weeks
-	Start on site	25 th May 2023

2.2 The project is to last no longer than **10 weeks**. The contractor is to submit a detailed construction programme considering the above dates and for the entire contract of works and indicating wherever possible how these dates can be improved.

2.3 The works are to be completed in a single phase.

3.0 PRELIMINARIES

		£
A10	PROJECT PARTICULARS	
A11	TENDER AND CONTRACT DOCUMENTS	
A12	THE SITE/ EXISTING BUILDINGS	
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A20	JCT DESIGN AND BUILD CONTRACT 2016	
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A53	WORKS BY STATUTORY AUTHORITIES	
A54	PROVISIONAL WORK	
A55	DAYWORKS	

A10	PROJECT PARTICULARS	
A	The Project Name: Storage Facility (Tractor Shed) Nature: New Build Location: Parish Hall Council Yard, Frost Lane, Hythe Length of contract: 14 weeks (4-week lead-in, 10 weeks on site)	
B	Employer Name: Hythe and Dibden Parish Council Address: The Grove, 25 St John's Street, Hythe, Southampton, SO45 6BZ Contact: Sean Spencer Telephone: 02380 841411 Email: sean.spencer@hytheanddibden.gov.uk	
C	Principal Contractor Name: TBC Address: TBC Contact: TBC Telephone: TBC E-mail: TBC	
D	Employers Agent Name: Bayside Building Consultancy Limited Address: Office 4c, Pine Court Business Centre, 36 Gervis Road, Bournemouth, BH1 3DH Contact: Nick Pavlou Telephone: 07737 245 506 E-mail: nick@baysidebc.co.uk	
E	Principal Designer Name: As Employers Agent	
F	Quantity Surveyor Name: As Employers Agent.	
G	Structural Engineer Name: As Principal Contractor	
H	Mechanical Engineer Name: As Principal Contractor	
I	Electrical Engineer Name: As Principal Contractor	
J	Landscape Architect Name: As Principal Contractor	

K	Clerk of Works: Name:N/A									
L	Design Consultants and Design Consultants Fees The Architect, Structural Engineer and Services Engineer are to be novated to the Contractor at the time concurrent with execution of the building contract. The fees relating to the Architect, Structural Engineer, and Services Engineer (post novation) design services are outlined as follows: <table><tr><th>Consultant</th><th>Post Novation Fees (Excl VAT)</th></tr><tr><td>Architect</td><td>To be confirmed</td></tr><tr><td>Structural Engineer</td><td>To be confirmed</td></tr><tr><td>Services Engineer</td><td>To be confirmed</td></tr></table> Novated consultants will be required to hold a separate appointment with the client to provide advice, input and guidance throughout the project. All client consultants must be given full access to project data and design information, as and when requested. To enable the clients design team to complete their due diligence checks, the Contractor must grant all required access to the works and provide all necessary drawings, specifications, calculations and the like. The Contractor must also ensure that all design team members under their control respond promptly to queries and requests for information from the Client's consultant team. No Architect, Structural Engineer or Services Engineer, other than those named in the novation agreement, will be appointed to complete design work on the project without prior approval from the client. In addition to the aforementioned design works, the Contractor is to include all necessary additional design costs required for completion of the works; to the approval of the Client's consultant team, and to obtain any necessary statutory approvals, permissions and the like.	Consultant	Post Novation Fees (Excl VAT)	Architect	To be confirmed	Structural Engineer	To be confirmed	Services Engineer	To be confirmed	Not applicable Not applicable Not applicable Not applicable
Consultant	Post Novation Fees (Excl VAT)									
Architect	To be confirmed									
Structural Engineer	To be confirmed									
Services Engineer	To be confirmed									

A11	TENDER AND CONTRACT DOCUMENTS	
	Tender Drawings	
	The tender drawings are the Planning Drawings contained in Appendix D	
A	Contract drawings	
	The Contract Drawings are within the Contractors Proposals.	
B	Preconstruction information Format:	
	The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.	
C	Design Responsibility	
	Any documents issued as part of the Employer's Requirements are for the purposes of assisting in clarifying these requirements and do not constitute any design responsibility on the part of the Employer; and any design information included within the Employer's Requirements is to be verified and adopted by the Contractor as his own.	
	The Contractors Proposals must comply with the criteria as set out in the Employer's Requirements. Should there be any discrepancies or conflicts between the Employers Requirements and the Contractor's Proposals, then the terms of the Building Contract will apply.	
	The Employer does not guarantee the accuracy or correctness of these documents. The Contractor, in their Contractor's Proposals, shall comply with all statutory approvals, design guides, British Standards etc, as set out in the Employer's Requirements. Notwithstanding, the design information that has been made available; it shall be the responsibility of the Contractor to analyse the information provided and, prior to entering into a formal Contract, satisfy himself as to the quality, accuracy, and completeness of any such data and to ensure that he has sufficient information to undertake the works in accordance with the terms and conditions of the Contract.	

A12 THE SITE/ EXISTING BUILDINGS

A

Site and Access:

This site is situated at The Council Yard, located on Frost Lane in Hythe. Site visits to inspect the areas of proposed works will only be allowed by prior appointment.

The Contractor shall make all arrangements for workpeople and traffic movement around/about the site in conjunction with the Employer and other public road users.

The Contractor shall ensure all workmen stay within the boundaries of the site and shall note that all other areas of the site are strictly out of bounds. Any damage or disturbance caused by any workmen/machinery etc. straying beyond the boundaries of the site will be made good entirely at the Contractors own expense.

The Contractor's or Sub-Contractor's workmen or merchants shall not cause a nuisance, trespass or detriment.

The Contractor shall be deemed to have made a thorough examination of the drawings and to have satisfied himself as to the nature of the works, general site conditions, means of access working and storage space, conditions affecting supply and delivery of materials, the risk of injury or damage to property adjacent to the site or the occupants of such property, the nature of materials (natural or otherwise) to be excavated and conditions affecting the execution of the works generally as no claim for extras will be admitted for any errors or omissions arising from his failure to have foreseen any matters which may affect the completion of the works.

The Contractor must confine his workmen, materials and plant to the Site Area indicated on the drawings and must limit his access to the means indicated on those drawings and shall be responsible for maintaining all existing walls, fences, gates, surfacing and paving, etc and handing back on completion in the same condition as prior to his occupation otherwise instructed.

The Contractor shall note the requirements for Site Induction and Permits to Work the requirements of which must be fully complied with

The Contractor shall note that the existing car park will remain in full use throughout the construction period, including weekends and out of normal working hours and that all areas of works must be left in a safe and secure state at all times, and particularly when the Contractor is not present on site.

Site segregation barriers are to be erected to segregate the works to the approval of the Employer and Employer's Agent. The barriers are to be relocated as required and maintained to the satisfaction of the Employer and the Employer's Agent throughout the duration of the works

The form of the barriers must be to the satisfaction and agreement of the Employer's Agent and the Employer

Upon removal or repositioning of any site protection, barriers and site compounds upon completion or to suit any Phasing of the Works, the Contractor shall reinstate all surfacing, paving and kerbing etc to its prior condition including all white lining etc to the satisfaction of the

Employer's Agent and Employer. This reinstatement shall include resurfacing in order to avoid a patchwork appearance of reinstatement. The Contractor is solely responsible for contacting the Local Authority and Police and any other authority having jurisdiction with regard to access and egress from the works, provision of stationary vehicles and temporary accommodation and all regulations with regard to carrying out building works in the locality.

The Contractor's site access and site compound allocation shall be agreed with the Council, but it is anticipated that the site compound will be located within the confines of the site. The Contractor is to allow for all costs in connection with providing all necessary traffic management, banksmen etc necessary, to ensure continued access for vehicles and pedestrians throughout the duration of the works.

The Contractor should note that the access routes to the site must be kept clear of all vehicles at all times and that movement along them must not be restricted in any way.

The Contractor will provide a traffic management plan demonstrating how traffic to and from the site will be managed during completion of the works. The traffic management plan must be approved by the Employer before commencement of the works.

The Contractor shall be responsible for maintaining the security of the site for the duration of the Works and shall allow for all costs in association with maintaining security and preventing unauthorised access.

The Contractor shall employ wheel washing facilities and/or road cleaners/sweepers, as necessary, to ensure that the works access and egress routes and existing car parking facilities and roads are kept clean and free from dirt and debris at all times.

The Contractor shall note that any alternative access and egress route shall only be utilized with the full agreement and expressed permission of the Employer / Employer's Agent.

Weekend working / Out of Hours working will only be allowed following prior arrangement and only with the full agreement and expressed permission of the Employer / Employer's Agent

The Contractor should note the presence of all nearby occupied premises and shall undertake the Works ensuring that any inconvenience to their ongoing businesses and movements, adjacent to the site are minimised; the Contractor is to have due regard to rights of air space above adjoining premises. All communications with adjoining owners and occupiers are to be made, in the first instance, via the Employer's Agent.

The Contractor shall note any parking restrictions around the site and shall be responsible for agreeing with the Police, Local Authority and NHS Trust all conditions relating to parking lorries, location of skips, etc. and all costs in connection shall be deemed included in the tender sum.

The Contractor's attention is drawn to the fact that he shall comply with all restrictions legally enforceable by adjoining owners and shall not permit the use of the site or Works for any purpose which may be a danger, nuisance or annoyance to the Local Authority or the occupiers of any adjoining property and in this connection, he shall ensure that the

	generation of heat or power is by an approved method of smokeless combustion of fuel only. The Contractor is to maintain and keep clear from obstruction the public highways and footpaths adjoining the site and is to liaise with the relevant Local Authority departments and Police to ascertain any restrictions and traffic regulations affecting the works. Any damage caused by or in connection with carrying out of the Works is to be reinstated to the satisfaction of the Local Authority. The Contractor is to allow for any necessary cleaning of the public highways and footpaths. The Contractor shall erect all necessary temporary directional and warning signage along the access route and approach to the site, obtain all approvals/ permissions to erect this signage and pay all costs associated with obtaining such approvals/permissions or with erecting the signage. Upon completion of the works the Contractor shall remove all temporary signage and make good areas to their former condition. The Contractor shall include for keeping the access roads to the site clean to the satisfaction of the Employer's Agent and Employer. The Contractor is referred to the Principal Designers Site Management Control Plan and site compound requirements together with the Pre-Construction Information.	
B	Specific Site Constraints The Contractor shall note and fully comply with the following site-specific constraints: - Effluent and waste shall not be discharged into the drainage system; Contractors must manage their own waste. Out of hours working will only be allowed by prior agreement with the Employer's Agent whose agreement will not unreasonably be withheld. Contractors must provide their own welfare facilities. The Contractor must provide details and location proposals in respect of their planned site compound and welfare facilities for prior approval by the Employer's Agent Deliveries to site must be scheduled to minimise disruption in accessing the existing Workshop and Storage buildings at the site.	
C	Existing Buildings on/Adjacent to the Site: Any works required to be undertaken to or within the existing buildings or on the adjacent site shall be undertaken in strict compliance with the Client's health and safety policies and any other policies / procedures which the Employer may operate or deem necessary to be operated, including any permit to work procedures etc. It is entirely the responsibility of the Tenderers to establish what policies / procedures will be required to be operated and to include for all costs in connection with complying with the same within their tender submission.	
D	Responsibility for Survey Information and Site Fit The Contractor shall be responsible for making all dimensional checks necessary in order to validate any survey information provided with the	

	tender documentation, to ensure the proper fit of any structural members within, between or up to any existing boundaries and shall include for all costs associated with undertaking any such checks. The Contractor shall be responsible for all and any costs arising from errors or inaccuracies in dimensional survey information	
E	Services/Drainage Existing and proposed drainage information is included in Appendix E. The Contractor is not to rely on this information and shall be responsible for completing their own surveys of the site to correctly determine the extent and location of existing utilities within the vicinity. The Contractor is responsible for protection of these services throughout the duration of the works, with any damage being rectified at the Contractor's own expense. Services/Drainage understood to exist within the site boundary and in the immediate vicinity of the site are: - Gas - Water - Electricity (high and low voltage) - Communication cables and ducts - Foul/surface water drainage - Lighting cabling, ducts and draw pits	
F	Recording of Buried Services On completion and during the installation of any buried services the locations shall be surveyed and recorded digitally in relation to the topographical survey. All information shall be issued and updated as it occurs and not just at the end of the contract.	
G	Site Investigation The Contractor is deemed to have undertaken all additional surveys and investigation work necessary to satisfy themselves with prevailing ground conditions sufficient to inform their design.	
H	Ground Contamination It is the Contractor's sole responsibility to resolve any problems relating to ground contamination. The Contractor will meet all costs and programme implications associated with the necessary works to clear the site, treat on site and dispose of contaminated material. Any contaminants shall be disposed of/treated in accordance with the Environment Agency requirements with full supporting documentation provided within four weeks of completion of this activity.	
I	Health and Safety File A Health and Safety File for the existing site is not available for the Contractor's inspection	

J	Risk to Health and Safety The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However the following risks are or may be present: Unknown buried services within the ground Contaminated material within the ground Unknown obstructions within the ground The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's Agent and the Contractor must ascertain any additional information required to ensure the safety of all persons and the works.	
K	Surrounding Land / Building Uses The Contractor should note that throughout the Project period the existing surrounding properties and facilities will remain in operation and that the adjacent / surrounding land will be in use and that the Contractor shall ensure that any inconvenience to the surrounding on going businesses shall be kept to an absolute minimum.	
L	Parking Parking of the Contractor's, sub contractors, suppliers and their employees vehicles including those of site visitors will be restricted to the Contractor's compound areas and other areas allocated for Contractors car parking in agreement with the Employer's Agent	
M	Existing Site Furniture, Fixtures and Fittings The Contractor should allow for all necessary temporary protection to existing site furniture, fixtures, and fittings, including site fencing, throughout the works and shall allow for reinstating, replacing or making good all items disturbed or damaged following completion of the works to the satisfaction of the Employer's Agent and Employer.	
N	Survey of Existing The Contractor will be required to carry out a photographic dilapidations survey of all areas of the site which are to be used to carry out the construction works. This survey is to be undertaken in conjunction with the Employer's Agent, and the Contractor is to provide the Employer's Agent with a copy of all photos taken and written schedules generated. The Contractor shall allow for reinstating, replacing or making good all areas to their former conditions, and to the satisfaction of the Employer's Agent following completion of the works or withdrawal from the area	

A13	DESCRIPTION OF THE WORK	
A	The Works The scope of the works is described and outlined in Sections 1 and 3, and the Appendices. The Contractor is to include for all works necessary to complete the proposed project in accordance with the Employer's Requirements, Specifications, and any applicable Statutory Requirements. The Contractor is referred to the appended drawings for details of elevations and areas, etc	
B	The Scope of Works/Employer's Requirements Generally The Specifications described within the Employer's Requirements define the required scope and standard of works. The Employers Requirements are intended to be a guide and are not to be regarded as a comprehensive schedule of construction requirements. The locations and extent of works are not finite, and the Contractor is to include for any items not specifically stated but which are implicit within the Employer's Requirements as being necessary.	
C	Design The Contractor shall be fully responsible in all respects for the design of the Works as defined within the Form of Contract and shall adopt and take responsibility for any design work in relation thereto which may be carried out or which may have been carried out by professional consultants or specialist sub-contractors or by any other person employed by the Contractor. Without prejudice to the generality thereof, the Contractor shall be fully responsible and liable to the Employer for all aspects of his design including the selection of goods and materials and design carried out pursuant to the satisfaction of performance specifications. The Works and each part of them and the design to be carried out and completed in a good and workmanlike manner in accordance with good design practice and incompliance with all Statutory Requirements. Detailed design must fulfil the criteria set out in this Document. All statutory approvals, the construction of the works, clearing and maintaining the works for the defined period will be deemed to be included. Compliance with Planning Requirements in the discharge of Planning Conditions and/or amendments to current approvals arising out of changes made will not be regarded as changes within the provisions of the contract. The detailed design must fulfil the criteria set out in this Document. All statutory approvals, the construction of the works, clearing and maintaining the works for the defined period will be deemed to be included.	
D	Design Responsibility Any documents issued as part of the Employer's Requirements are for the purposes of assisting in clarifying these requirements and do not constitute any design responsibility on the part of the Employer; any design information included within the Employer's Requirements is to be verified and adopted by the Contractor as his own. The Contractor	

undertakes to the Employer that he has performed and shall continue to perform his obligations under this Contract in such a manner and at such times that no act, omission or default of the Contractor or any of its professional consultants (including novated consultants) or their respective employees, agents or subcontractors shall constitute, cause or contribute to any breach by the Employers of any obligations under the Third-Party Agreements.

A20	JCT DESIGN AND BUILD CONTRACT 2016		
A	Contract Particulars The conditions of contract will be those contained in the JCT Design and Build Contract 2016 and including the amendments hereunder.		
B	Contract Execution Execution under hand is required.		
C	Recitals		
	Clause	Subject	Amendment
	4th Recital & Clause 4.6	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor'
	5th Recital	Description of Sections	Not applicable
	6th Recital	Framework Agreement	Not applicable
	7th Recital & Part 1 of Schedule	Supplemental Provision Named Subcontractors	Does not apply
		Valuation of Changes	Applies
		Loss and Expense	Applies
		Contractors	
	7th Recital & Part 2 of Schedule 2	Acceleration Quotation	Supplemental Provision 4 applies
		Collaborative Working	Applies
		Health & Safety	Applies
		Cost savings and value	Applies
		Sustainable development and environmental considerations	Does not apply
		Performance indicators and monitoring	Does not apply
		Notification and negotiation of disputes	Applies
		Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Employer's Nominee: Nick Pavlou Contractors Nominee: To be confirmed or such replacement as each party may notify to the other from time to time

D	Articles		
	Clause	Subject	Amendment
	Article 4	Employer's Requirements	As contained within this document
	Article 4	Contractor's Proposals	To be agreed and inserted into the Contract
	Article 4	Contract Sum Analysis	As contained within this document
	Article 8	Arbitration	Article 8 and clause 9.3 to 9.8 apply
	1.1	Base Date	10 days before Tender
	1.1	BIM Protocol	Not applicable
	1.1	Date for Completion of Works	30th June 2023
		Sections: Dates for Completion	Does not apply
	1.7	Addresses for service of notices by the Parties	Employer: Nick Pavlou (Employers Agent) Contractor: TBC
	2.3	Date of Possession of the site	25th May 2023
		Sections: Dates of Possession	Does not apply
	2.4	Deferment of possession of the site	Does not apply
		Sections: deferment of possession of Sections	Clause 2.4 does not apply.
	2.17.3	Limit of Contractors Liability for Loss of Use (if any)	Unlimited
	2.29.2	Liquidated damages	at a rate of £250 per week or there of
		Sections: rate of liquidated damages for each Section	Not applicable
	2.34	Sections: Section sums	Not applicable
	2.35	Rectification Period	12 months from practical completion
		Sections: Rectification Period	Not applicable
	4.2, 4.12 and 4.13	Fluctuations Provision	Does not apply
	4.6	Advance payment	Does not apply
	4.6	Advanced Payment Bond	Does not apply
	4.7.1	Method of Payment	Periodically in accordance with alternative B

4.7.2	Interim payments	The first date is one month after date of possession of the site and thereafter the same date in each month or the nearest Business Day in that month
4.1.5.4	Listed items - uniquely identified	Deleted
4.1.5.5	Listed items - not uniquely identified	Deleted
4.17	Contractors Retention Bond	Does not apply
4.18.1	Retention percentage	5%
6.4.1	Contractors Public Liability	£10,000,000
6.5.1	Insurance - Liability of Employer	May be required and the minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10,000,000
6.7 & Schedule 3	Works Insurance - Insurance Options	Schedule 3 Insurance Option C applies
	Percentage to cover	15%
6.7 & Schedule 3 Insurance Option A	Annual renewal of insurance	Not applicable
	Where Insurance Option C applies, paragraph C.1 applies	Not applicable
6.10 & Schedule 3	Terrorism Cover - details of the required cover (Pool recover is required)	Not applicable
6.15	Professional Indemnity Insurance	£1,000,000
	Level of Cover	
	Cover for pollution and contamination claims	£1,000,000
	Expiry of required period of CDP Professional Indemnity insurance is	6 Years
6.17	Joint Fire Code	Joint Fire Code applies
	If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B and C (Para C.2) has specified that the Works are a 'Large Project'	No, not a large project

	6.20	Joint Fire Code - amendments/revisions	Any costs to comply will be borne with the Contractor
	7.2	Assignment/grant by Employer of rights under Clause 7.2	Applies
		Sections; rights under Clause 7.2	Not applicable
	7.31	Performance bond or guarantee from bank or other approved surety	Not required
	7.3.2	Guarantee from the Contractor's parent company	Required
		Parent company name and registration number	To be confirmed
		The required form of the Guarantees set out in	To be confirmed
	7.4	Third Party Rights and Collateral Warranties are set out in the following document	To be confirmed
	8.9.2	Period of suspension	2 months
	8.11.1.1 to 8.11.1.6	Period of suspension	2 months
	9.2.1	Adjudication	The Adjudicator
		Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	The Royal Institution of Chartered Surveyors
	9.4.1	Arbitration - appointer of Arbitrator (and of any replacement)	The Royal Institution of Chartered Surveyors
E	Accidents Under the Contract In the event of an accident to persons employed by the Employer or to property a written statement is to be forwarded to the Employer Agent as soon as the facts have been ascertained. This statement is required for the Employer's records and should set out all the facts relating to the accident.		
F	Parent Company Guarantee The Contractor shall when requested by the Employer, provide a Parent Company Guarantee in favour of the Employer.		
G	Main Contractor's Collateral Warranty The Contractor will be required to provide a Contractor's Collateral Warranty.		

H	Appointments / Design Warranties The Contractor will allow for all costs in connection with obtaining engrossed, signed copies of Collateral Warranties from relevant Design Consultants, Main Contractor, Specialist Suppliers and Sub-Contractors with design responsibility. Copies of sub-contractor/ consultant PI Insurance details are to be appended to the relevant warranty. The Contractor will upon return of tender confirm in writing that preferred sub- Contractors and specialist suppliers with a design responsibility will enter into the warranties upon request to do so. All warranties must be in place prior to Practical Completion Sub-Contractors/ Specialist Suppliers with design responsibility who will be required to enter into a design warranty in the form provided shall include (but not be limited to): Not Required	
I	Confidentiality Agreement / Non-disclosure Agreement The Contractor and all of his sub-contractors and consultants shall be required to complete and comply with the Employers Standard Confidentiality Agreement.	Not applicable

A30	TENDERING/ SUBLETTING/ SUPPLY / MAIN CONTRACT TENDERING	
A	Tender The Employer shall not be bound to accept the lowest or any Tender or be liable for any expense or cost incurred by any tenderer in the preparation of any tender submission.	
B	Basis of Tender The Contractor is required to prepare his Tender on a firm price basis subject only to variation in accordance with the requirements of Conditions of Contract. The tender shall be valid for not less than three months.	
C	Qualifications of Tender In no circumstances must any alteration or amendment be made by the contractor to the text, wording or figures in these Employers Requirements or to any of the Tender documents unless specifically ordered by the Employer's Agent or Quantity Surveyor. Should any unauthorised qualification or amendment be made the same will not be recognised and the documents will be read and construed as if the aforesaid alterations had not been made Should the Contractor leave unpriced any of the items within the Contract Sum Analysis he shall comply with all the obligations attached thereto without any extra charge to the Employer. Costs relating to items which are not priced within the Contract Sum Analysis will be deemed to have been included elsewhere in the Tender.	
D	Health and Safety Information A statement must be submitted with the tender return describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of sub-contractors and of any person who may be affected by the works, including: A copy of the contractors health and safety policy document, including risk assessment procedures. - Accident and illness records and frequency rates for the past three years. - Records of previous health and safety Executive enforcement action - Records of training and training policy - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.	
E	Construction Phase Plan A Construction Phase Plan must be developed and submitted within 5 working days of request and not less than 1.5 weeks before the proposed date for the start of construction work in accordance with the requirements of the Pre-Construction Information	
F	Design Services	

The Contractor shall identify and pay all fees associated with any specialist consultants that he deems necessary to complete the design, inspection and testing of the works. All consultants with design input will be required to enter into Collateral Warranties. All design consultants will be required to sign off the works by confirming in writing that the completed works have been designed and constructed in accordance with the Employer's Requirements. This includes accepting responsibility for the current design as contained in the Employer's Requirements documents. Establish and implement a process for the co-ordination and management of all aspects of the Works. Achieve timely procurement and progress of the construction process to ensure completion in accordance with the time, cost and quality objectives. Prepare and maintain an overall master programme for the design, procurement and construction of the project including procurement, site logistics, phasing and sequencing. Control the design progress against such programme, identify programme divergence and recommend remedial action. Identify, in advance, dates by which final information is required from all parties to maintain the master programme. Advise the project team of the construction efficiency of the design, identify the scope of elements to be sub-contracted and undertake design management of the interfaces.

A31	PROVISION, CONTENT AND USE OF DOCUMENTS DEFINITIONS AND INTERPRETATIONS	
A	Generally The Contractor will be required to comply with the Employer's Agent stipulations in respect of circulation of copies of all materials necessary to maintain communication on the contract. For the avoidance of doubt the Contract shall note that facsimile invoices will not be accepted by the Employer.	
B	Unfixed Materials At the time of each valuation disclose to the Employer's Quantity Surveying Advisor which of the unfixed materials and goods on site are free from, and which are subject to, any reservation of title inconsistent with passing of property as required by Clause 4 of the Conditions of Contract, together with their respective values. The value of unfixed materials and goods will not be included in Recommendations for Interim Payment unless evidence of freedom from reservation of title is provided. Arrange for all Sub-Contractors and Suppliers to complete Materials on Site Declarations in respect of on-site materials and goods included in Interim Applications for Payment, where such materials have been provided by a specialist Sub-Contractor or Supplier. The originals of all Materials on Site Declarations are to be retained by the Employer's Quantity Surveying Advisor	
C	Off Site Materials and Goods No payments will be made for materials or goods off site	
D	Drawings Figured dimensions are in all cases to be taken in preference to scaled dimensions when the latter are found not to correspond therewith and working and detail drawings shall be taken in preference to small scale plans if differing from them. Where there is a case of doubt or dispute the decision will be that of the Employer's Agent and failure to comply with the foregoing shall not form the basis of any claims.	
E	As Built Drawings and Information As built drawings and information must be provided to the Employer's Agent in accordance with the requirements of Section A37 and until such drawings and information have been provided for the Employer's Agent, no practical completion certification shall be issued by the Employer's Agent	

F	Project Information Portal The Contractor is to provide and maintain a project information portal or similar, for the project's duration. The information portal should be sufficient to accommodate all necessary project stakeholders.	Not applicable.
G	Maintenance Instructions and Guarantees Retain copies of all maintenance instructions and guarantees delivered with components and equipment (failing with, obtain copies of the same from manufacturers), register components and equipment with manufacturers as necessary for inclusion in the Building Manual and hand-over to Employer's Agent all copies / documentation in respect of the same on or before Practical Completion. Until the Building Manual is handed over to the Employer's Agent, no practical completion certificate shall be issued by the Employer's Agent. The Contractor shall allow for notifying the Employer's Agent of telephone numbers for emergency services by sub-contractors after completion.	
H	Product Guarantees The Contractor shall obtain for the benefit of the Employer, product guarantees or the like where these are available from manufacturers, suppliers, or sub-contractors for the maximum period of time available. Where available these product guarantees shall be included in the Building Manual and be handed to the Employer's Agent prior to Practical Completion. Until such guarantees are handed over to the Employer's Agent, no practical completion certificate shall be issued by the Employer's Agent.	
I	Documents provided by Contractor / Sub Contractor / Suppliers Performance Specified Work: Contractors Proposals When preparing the master programme make reasonable allowance for completing proposals for Performance Specified Work where such work is applicable, including submission to the Principal Designer for comment, inspection by the Employer's Agent an any subsequent amendment(s), resubmission(s) and reinspection(s). Submit two copies of proposals to the Employer's Agent when required. The Employer's Agent will note his comments on one copy, then return to the Contractor and this will be deemed to be a direction notice or instruction under the Contract. Ensure that any necessary amendments are made without delay. Unless and until the Employer's Agent confirms that resubmission is not required, submit copies of amended proposals to the Employer's Agent and ensure incorporation of necessary amendments all as before. If submitted proposals differ from the performance requirements or require changes at the interface with adjacent work, each such difference	

	or change must be the subject of a request for substitution or Variation, supported by all relevant information. Should any amendment required by the Employer's Agent be considered to involve a Variation which has not already been acknowledged as a Variation by the Employer's Agent, notify the Employer's Agent without delay and in any case within 7 days, and do not proceed with ordering, fabrication, erection or installation until subsequently instructed. Claims for the extra cost of such work, if made after it has been carried out, may not be allowed. Complete final version of proposals and submit two copies to the Employer's Agent	
I	Technical Literature The Contractor is to keep copies of the following on site, readily accessible for reference by all supervisory personnel: a) Manufacturers' current literature relating to all products to be used in the Works. b) Relevant BS Codes of Practice.	
J	Electronic Data Interchange: Manuals / H&S File At the end of the project, in addition to hard copy, all documentation and drawings prepared by all parties must be collated by the Principal Contractor and supplied (in duplicate) on CDS in a secure and searchable digital format. Drawings must be in .dwg or .dxf format (file types), if CAD generated, or scanned in as .tif format. All other documents are to be in Word.doc format or scanned as intelligent. pdf's to enable word searching. A comprehensive and logical index agreed by the Client, must be included together with any appropriate software required to interrogate the database. A contents and index page at the start is required with hyperlinks to each section. The exact format and software must be confirmed with the Principal Designer at an early stage in the Contract	

A32 MANAGEMENT OF THE WORKS GENERALLY

A

Generally

The Contractor is solely responsible for contacting the Local Authority, NHS Trust and Police and any other authority having jurisdiction with regard to access and egress from the works, provision of stationary vehicles and temporary accommodation and all regulations with regard to carrying out building works in the locality.

The works are to be carried out to ensure that any inconvenience to adjoining owners and occupiers is minimised; the Contractor is to have due regard to rights of air space above adjoining premises. All communications with adjoining owners and occupiers are to be made, in the first instance, via the Employer's Agent.

The Contractor shall note the parking restrictions around the site and shall be responsible for agreeing with the Police and Local Authority all conditions relating to parking lorries, location of skips, etc., and all costs in this connection shall be deemed included in the tender sum.

The Contractor shall be responsible for agreeing with the Police, Local Authority and Employer conditions relating to the siting of scaffolding on the public or private pavements and all costs in this connection shall be deemed included in the tender sum.

The Contractors attention is drawn to the fact that he shall comply with all restrictions legally enforceable by adjoining owners and shall not permit the use of the site or Works for any purpose which may be a danger, nuisance or annoyance to the occupiers of any adjoining property and in this connection he shall ensure that the generation of heat or power is by an approved method of smokeless combustion of fuel only.

The Contractor is to maintain and keep clear from obstruction the public highways and footpaths adjoining the site and is to liaise with the relevant Local Authority departments and Police to ascertain any restrictions and traffic regulations affecting the works. Any damage caused by or in connection with carrying out of the Works is to be reinstated to the satisfaction of the Local Authority. The Contractor is to allow for any necessary cleaning of the public highways and footpaths.

B

Daywork

The Contractor shall give reasonable notice of the commencement either of any work ordered to be executed on a 'Daywork' basis or of any work which he considers should be paid for on a 'Daywork' basis.

The Contractor shall submit Daywork sheets, signed by the General foreman, giving a description of the work executed, the amount of materials used and the names of workpeople involved together with their tally numbers, trade and time daily. These sheets shall be submitted to the Employer's Agent in triplicate, not later than the end of the week following that in which the work was executed. The Employer's Agent shall verify these by signature and one copy shall be returned to the Contractor. Such signature shall indicate only acceptance of the time worked and materials used, the basis for payment being a matter for settlement by the Quantity Surveyor who shall agree Daywork payments

	in accordance with details set out in the PC Sums section of these Preliminaries. Failure to comply with the previous Clauses in regard to the timely submission of daywork sheets shall render any claim in respect of both time and money null and void.	
C	Cash Flow The Contractor shall allow for producing cash flow forecasts on a monthly basis, updated to take into account actual payments and latest forecast of final cost. Copy of these forecasts shall be issued to the Employer's Agent.	
D	Programme and Progress Chart The Contractor shall allow for producing within twenty-one days of instruction to commence the Works and in collaboration with the Employer's Agent, a Programme and Progress Chart for the whole of the Works including the work of Named Sub-Contractors and Client Direct order/directly employed Sub-Contractors. The programme must show all critical activities. The programmes shall establish the sequence of all activities in the design and construction of the Works incorporating the requirements of all sub-contractors, statutory authorities and others engaged direct by the Employer whose work is dependant upon or has a bearing upon the progress of the Works including durations for ordering and delivery of major construction materials and durations for drawing preparation, manufacture and delivery of materials relating to sub-contractors and statutory authorities. The Contractor shall programme sufficient time for sub-contractors and statutory authorities to test and commission their works. The Contractor shall, in consultation with the Employer's Agent, indicate on his master programme the latest dates by which he requires final information to enable procurement of sub-contracts or supplies for which a Provisional Sum has been included in the Schedule of Works, and the latest dates by which he requires the approval of the Employer's Agent to samples and mock-ups. Submission of programmes will not relieve the Contractor of his responsibility to apply in writing for any instructions, decisions, information or consents in accordance with the Conditions of Contract. Three copies of this Chart shall be forwarded to the Employer's Agent and one copy retained in the site offices, displayed in a prominent place. The site office programme shall be kept up to date in order that the actual progress of each part of the Works can be readily ascertained. The Contractor shall: Record progress against the Project Programme. If circumstances arise which affect the progress of the works, forward proposals or take other action as appropriate to minimise any delay and to recover any lost time and notify the Employer's Agent of the same Update or re-draft the Project Programme without delay should circumstances arise which affect the progress of the works.	

	During the course of the Works and as required by the Employer's Agent produce short term Programmes, in bar chart or other suitable form, showing the sequence of work and operations in such manner that they can be read in conjunction with the overall Project Programme The submission to and the agreement of the Employer's Agent to such Programmes, or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The Contractor will provide the Employer's Agent with all such information as might be reasonably required and requested for the compilation and monitoring of the Contractor's progress inclusive of the Construction and Operational Programmes and the like during the progress of the Contract Works. The Contractor shall include for all costs in relation to amending and producing updated programmes and programming related information no matter how occasioned. The Contractor shall programme the whole of the works to meet the Construction Period completion date.	
C	Employer Supplied Items The Contractor shall include in his Tender for all necessary attendance on Contractors and Suppliers employed directly by the Employer, including off-loading, handling, moving in position, removal of packaging and provision of temporary safe storage as and when necessary. If from time to time the Contractor / Supplier is varied the Main Contractor shall be informed and shall include for attendance and programming as aforementioned.	
D	Method Statement The Contractor shall provide on a weekly basis a method statement for the forthcoming week identifying on a daily basis the proposed scope of work to be undertaken in that week including proposed vehicle movement. The Contractor shall issue one copy of the weekly method statement to the Employer's Agent on the preceding Friday afternoon	
E	Monitoring The Contractor shall prepare and submit the following information during the Contract:- a) Progress Reports to be prepared at monthly intervals in a written format for presentation at Progress Meetings and shall include the following minimum headings: - Actual progress -v- planned - Confirmation of forecast partial possession and completion dates - Statement of labour and plant on site - Schedule of Information Required - note deadlines must be relative to the programme requirements and set within a reasonable time scale	

	- Sample Schedule - outlining materials/products proposed and approved for use - Health and Safety Report - Labour and Materials Availability Report - Quality Control methods and any results - Security Matters - Concerns b) Updated programmes, for comparison with the master programme, where the Contractor elects to vary the sequence of work on site. One copy of each report and programme prepared by the Contractor shall be kept on site, 1 copy issued to each of the Design Team members at Progress Meetings, and 1 further copy shall be supplied for the use of the Employer. Reports and programmes shall be prepared, monitored, and maintained by a suitably qualified person who is to retain close contact with the site until completion of the Works. Submission of Progress Reports, etc. will not relieve the Contractor of his obligations under the Contract, will not constitute the agreement of any delays etc. shown thereon, will not affect the Contract Completion Date and will not relieve the Contractor of his responsibility to complete the Works by the due date.	
F	Notice of Completion The Contractor shall give the Employer's Agent at least two weeks notice of the anticipated dates of practical completion of the whole or parts of the Works.	
G	Control of Noise, Pollution and Statutory Obligations The Contractor shall comply with the requirements of all Acts of Parliament, rules, orders, regulations, or notices of any competent authority dealing with the matters of pollution, noise, safety, health and welfare and applicable to the works. The Contractor shall observe and perform any general policy affecting the conduct of the work in regard to safety and compliance with consents and notices. The Contractor should note that the use of transistor radios on the site is prohibited. Throughout the building operations all precautions shall be taken by the Contractor to ensure that the least possible inconvenience is caused by obstructions, dust, noise, and similar disturbances. By way of example the Contractor shall select appropriate plant including the provision of acoustic shield or barriers where necessary. All equipment shall be maintained in first class condition. In particular all plant shall be fitted with efficient silencers and concrete breakers shall have efficient mufflers. The Contractor shall acquaint himself with the relevant statutes, bye-laws, Codes of Practice and the like dealing with the control of pollution and comply therewith.	

The Contractor shall take all reasonable precautions to protect drains, sewers, wells, reservoirs, streams, rivers and other waterways against pollution arising out of or by reason of the execution of the Works

The Contractor's attention is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition or construction works, and the need, particularly where such Works are adjacent to occupied property, where a high sensitivity of noise may be anticipated to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to the Works in this respect. The restrictions may relate to the type of plant to be used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded. The Contractor's attention is also drawn to the provision of Section 61 of the Control of Pollution Act 1974, which reference to the issue of prior consent and any application under that Section should be made by the Contractor to them. The Contractor shall be held responsible for complying with such requirements, restriction, or consents, together with any other stipulations to which his attention may be drawn from time to time by the responsible authorities and is to allow in his tender for any costs or expenses arising from such compliance. No instruction issued to the Contractor by the Employer's Agent or his authorised representative shall relieve the Contractor from compliance with the Control of Pollution Act 1974.

Comply at all times with the recommendations of BS 5228 'Code of Practice for noise control on construction and open site' and the Noise at Work Regulations 1989.

Submit to the Employer's Agent for approval, proposals for controlling noise in those parts of the Works where excessive noise in the opinion of the Employer's Agent would be objectionable to the adjacent occupiers. The proposals once approved shall be adhered to at all times, and their implementation shall be deemed not to put at risk the progress and completion of the Works by the Contract dates.

Comply with the provisions of the Clean Air Act and Local Authority Regulations dealing with air pollution.

Render harmless and remove any offensive discharge or deposits including demolition waste, brick rubble, concrete, sub-soil, household and industrial and commercial waste and which shall only be disposed in tipping areas licensed to receive such materials.

Take all precautions to minimise annoyance from dust to premises adjacent to the site and persons passing by the site, by damping down or the use of screens.

H

Temporary Fencing, Etc

The Contractor shall provide all necessary temporary fencing, hoardings, screens, fan planked footways, guardrails, gantries and similar items.

I	Considerate Constructors Scheme Registration. Before starting work, register the site and pay the appropriate fee. Contact address: Considerate Constructors Scheme Office PO Box 57 Great Amwell Ware Hertfordshire SG12 0YX Tel: 01920 485959 Freephone: 0800 783 1423 Web: www.ccscheme.org.uk Email: enquiries@ccscheme.org.uk Comply with the Scheme's Code compliance level: Excellent.	
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**A33 QUALITY STANDARDS/ CONTROL
STANDARDS OF PRODUCTS AND EXECUTIONS**

- A** Samples and Workmanship
- The whole of the work in this Contract shall be carried out with materials and workmanship, each the best of its respective kind, to the entire satisfaction of the Employer's Agent and any other authority having power in the matter.
- The letter BS shall mean British Standard and the letters BSCP shall mean British Standard Code of Practice and where numbers are quoted the reference is to the latest edition or revision of the appropriate Standard Code of Practice.
- The works are to be executed to a high standard and in compliance with current building regulations and British Standard Codes of Practice with materials complying with relevant British Standard Specification.
- The Contractor shall include for providing samples of materials as required by the Employer's Agent. Approved samples shall be protected and retained for the Employer's Agent until completion of the contract and all materials and workmanship subsequently incorporated in the works shall conform to the approved samples and sample panels in all respects.
- Where reference is made in these Employer's Requirements to BS Numbers these apply to the latest edition of the British Standards Specifications issued by the British Standards Institutions.
- All materials specified by manufacturer's or trade names shall be used strictly in accordance with the manufacturers current printed instructions.
- The descriptions of materials and workmanship contained under the various section headings in the Employer's Requirements shall apply throughout irrespective of whether the items concerned appear under the section heading or not.
- The Contractor shall, if so requested, provide or execute any samples of materials, colour etc., for the Employer's Agent to approve or reject. Should the Employer's Agent reject any sample, further samples shall be provided until such approval is obtained.
- The Employer's Agent retains the power to reject any materials or workmanship which, in his opinion, are unsatisfactory or not up to sample and the Contractor shall upon such rejection, immediately remove or amend such rejected materials or workmanship at his own expense
- Where goods and materials are to be manufactured by a named manufacturer, that manufacturer is not deemed to be a Nominated Supplier.
- The word 'approved' when used in connection with a named manufacturer shall mean as approved by the Employer's Agent before the Contractor submits his Tender.
- Products shall be new unless otherwise specified.

	For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by the Employer's Agent. Produce written evidence of sources of supply when requested by the Employer's Agent. Ensure that the whole quantity of each product requires to complete the work is of consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration setting in or other unsatisfactory condition.	
B	Checking Compliance of Products Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that: The sources, types, qualities, finishes and colours are B1299 correct, and match any approved samples - All accessories and fixings which should be supplied with the goods have been supplied - Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance - The delivered quantities are correct, to ensure that shortages do not cause delays to the work - The products are clean, undamaged and otherwise in good condition - Products which have a limited shelf life are not out of date	
C	General Quality of Workmanship Inspect components and products carefully before fixing or using and reject any which are defective. Fix or lay securely, accurately and in alignment. Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing of fastenings in compliance with relevant British Standards. Fastenings to comply with relevant British Standards. Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings. Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular. Ensure that all moving parts operate properly and freely. Do not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.	

D	Basic Workmanship Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. Where BS 8000 give recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the Employer's Agent under the Contract. If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail	
E	Accreditation of Steelwork Supplier / Contractor Any sub-contractor or supplier providing steelwork for the project should hold a accreditation to EXC3 and be able to demonstrate experience of working on a s similar nature and complexity as the Integrated Modular Unit Scheme	
F	Timing of Tests and Inspections Agree dates and times of tests and inspections with the Employer's Agent several days in advance, to enable the Employer's Agent and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.	
G	Test Certificates Submit a copy of each certificate to the Employer's Agent as soon as practicable and keep copies of all certificates on site.	

A34	SECURITY/ SAFETY/ PROTECTION	
A	Safeguarding the Works The Contractor shall be entirely responsible for safeguarding the Works, materials, and plant from theft and/or damage done by unauthorised entry, etc. and shall be liable to make good all damage or loss at his own expense. The Contractors shall provide all necessary coverings etc., and cover and protect all materials and work from injury by the weather or by any other damage during the progress of the Works.	
B	Protection of Products Prevent over-stressing, distortion and any other type of physical damage. Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work. Keep dry and in suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products. Prevent excessively high or low temperatures and rapid changes of temperature in the products. Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion. Ensure that protective measures are fully compatible with and not prejudicial to the products / materials.	
C	Temperature and Humidity The Contractor shall maintain an even temperature and humidity in the building and is to submit his scheme for so doing for the approval of the Employer's Agent. All drying, shrinkage, warping, splitting, etc. shall be prevented by such a scheme and the Contractor will be responsible for making good any damage by his failing to comply with this requirement. Ensure that storage containers and covers are of ample size, in good weatherproof condition and well secured. Keep different types and grades of products wrappings, packings, or containers until immediately before they are used. The Contractor shall dry out the Works, maintain an adequate temperature and control the humidity levels in all parts of the Works as necessary to facilitate the progress and satisfactory completion of the Works including work of sub-contractors and persons directly engaged by the Employer.	
D	Nuisance and Damage The Contractor shall be responsible for any nuisance caused by his workpeople involved in this Contract, including those of Named Sub-	

	Contractors, to adjoining buildings and grounds surrounding the site and he shall make good all such damage and settle any claims for compensation at his own expense.	
E	Advertisements The Contractor will not be permitted to display any advertisements, which shall include his own signboards, which are visible from within the site for any part of the new or existing structures or any equipment being used in the construction.	
F	Photographic Records, Schedule of Conditions The Contractor's attention is drawn to the fact that he shall prepare schedules of conditions together with photographic evidence of adjoining buildings and highways and works which shall be agreed in writing with respective owners, Local Authority, etc., and shall lodge copies with the Employer's Agent before commencement of the contract works. The Contractor shall provide a photographic progress record of the works on a weekly basis to the Employer's Agent. 10 Nr photos are to be taken from locations agreed with the Employer's Agent, with photos taken from the same locations on each occasion. 20 Nr photos are to be taken from variable locations, to be agreed with the Employer's Agent, prior to taking the photos The Contractor shall not allow any other visual record to be taken for purposes of publication unless prior written approval has been obtained from the Employer's Agent and Employer.	
G	Protection of Property The Contractor shall do no unlawful act, omit to do anything required by law, in or about, or incidental to the execution of the Contract and all such work performed by the Contractor, and the Contractor's servants shall be done without negligence and with due care, skill and ability, so as not to occasion any avoidable or unlawful interference, injury, nuisance, inconvenience or prejudice whether immediate or consequential, with or to the rights, interests or property of any persons or Corporation or Local or other Authorities, and shall include in his Tender the cost of any fees and charges including any rates or taxes legally demandable under any Act of Parliament, Police Regulations or Bye-Laws in respect of the Works.	
H	Safety The responsibility for safety and accident prevention on site rests with the Contractor. The Employer's Agent will encourage and assist in every way possible without relieving the Contractor of his responsibilities. Co-operation will be required between the Contractors and Employer's Agent to ensure that common law statutory obligations are fully met and that practices are pursued for encouraging safe working practices. The Employer's Agent will make random inspections of the Works and where anything giving rise to a dangerous condition or constituting a hazard are observed, he will draw the attention of the Contractor's Site	

	Representative to such hazard which shall be rectified immediately as appropriate	
I	Contractor's Safety Policy The Contractor shall issue to the Principal Designer a copy of their Company Safety Policy, in accordance with the requirements outlined in Section A30 – Health and Safety Plan, which shall comply with all aspects of current legislation and shall ensure all persons employed on the site comply with the regulations.	
J	Contractor's Safety Officer The Contractor's Safety Officer shall visit the site at least once a week or a frequency agreed with the Employer's Agent prior to the start of the works, and complete a safety report recording any irregularities which shall be submitted to the Employer's Agent for information purposes. The Contractor's Safety Officer and Site Representative must be suitably qualified and trained to take up such duties, details of which shall be forwarded to the Employers Agent for approval prior to appointment of such persons.	
K	Health and Safety The Contractor shall conform in all respects with all current Health and Safety Regulations, Acts of Parliament, Orders and Bye-Laws, National and International Legislation, etc., i.e. The Health and Safety at Work Act COSHH Regulations including the Construction (Design and Management) Regulations - CONDOM, HSG 41 etc. This applies to all aspects of the Works and also any necessary temporary works, scaffolding or the like. This requirement also applies to all persons employed by domestic or nominated Sub-Contractors and Suppliers, or undertaking 'Employer Direct Works' or any persons working on or allowed onto the site, including members of the Public and the Contractors shall be fully responsible for ensuring that all such persons conform with these requirements. The Contractor shall issue to the Employers Agent a copy of the COSHH Assessments and Risk Assessments, prior to the start of the works. The Contractor's attention is drawn in particular but not exclusively to the following:- - Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) - The Construction (Health, Safety and Welfare) Regulations 1996. - All amendments to the above mentioned Regulations. - The Factories Act 1961 and all amendments thereto. - The Health and Safety at Work etc., Act 1974 - Any relevant Regulations made under the Health and Safety at Work Act 1974. - The Health and Safety (First Aid) Regulations 1981. - The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (2013). - The Control of Substances Hazardous to Health (COSHH) Regulations 2002.	

	- The Electricity at Work Regulations 1989 and any subsequent amendments Safety devices provided by others must not be relied upon by the Contractors to ensure adequate safety of workpeople engaged on the Works. The Tenderer shall allow here for the cost of all items of safety with respect to the Contractors works, employees, those under their control and others affected by their actions. The Employers Agent may require the immediate removal from the site of any persons who in his opinion, fails to properly observe the provisions of the requirements outlined above and such persons shall not again be allowed onto the site without prior approval of the Employer's Agent. Safety devices provided by others must not be relied upon by the Contractor to ensure adequate safety of workpeople engaged on the Works The Tenderer shall allow here for the cost of all items of safety with respect to the Contractors works, employees, those under their control and others affected by their actions The Employer's Agent may require the immediate removal from the site of any persons who in his opinion, fails to properly observe the provisions of the requirements outlined above such persons shall not again be allowed onto the site without prior approval of the Employer's Agent. All accidents that occur during the contract are to be reported to the Employer's Agent immediately and recorded in the Contractor's accident book. The Contractor shall include within his tender for the carrying out of regular safety inspections of the site. Within 14 days of the notification to commence works, the Contractor shall forward to the Employer's Agent confirmation of the name and qualifications of the person responsible for undertaking the safety inspections.	
L	Helmets The Contractor shall ensure that all persons working on site wear safety helmets in compliance with BS 2826. Any person not complying will be immediately instructed to leave the site. The Contractor shall provide 10 Nr. safety helmets for the use of visitors to the site, together with protective footwear, high visibility jackets, gloves and goggles.	
M	Principal Contractor The Principal Contractor under the Construction (Design and Management) Regulation will be the Main Contractor.	
N	The Construction (Design and Management) Regulations 2015 The Contractor shall be deemed to be the 'Principal Contractor' with regard to the CDM Regulations. The Contractor shall include for fully complying with all requirements of the Construction (Design and Management) Regulations in his tender.	

The Principal Contractor's role is to provide overall management with the aim of giving practical effect to the duties of the individual Contractors and ensuring an integrated approach to health and safety on site.

The Principal Contractor will not arrange for a Designer to prepare a design unless the Designer has the necessary competence and resources. The Principal Contractor will not arrange for a Contractor to carry out or manage construction work unless satisfied that the Contractor has the necessary competence and resources.

The Principal Contractor shall discuss any new design or design changes which occur during the construction phase with the Principal Designer, where these have health and safety implications. He should then modify his Pre Construction Information accordingly.

The Principal Contractor will take reasonable precautions to ensure that only authorised persons are allowed on site

The Principal Contractor will ensure that a copy of the F10 Notification sent to the Health and Safety Executive area office by the Principal Designer, is displayed in a readable condition, in a position where it can be read by any person in connection with the project.

The Principal Contractor will develop the Health and Safety Plan prepared by the Principal Designer:-

- To the satisfaction of the Client/Principal Designer before construction 'works commence
- Continuously as work progresses

The Principal Contractor will provide the Principal Designer with the information he needs to include in the Health and Safety File.

The Principal Contractor will take reasonable precautions to ensure that only authorised persons are allowed on site.

The Contractor shall return with his tender his Health and Safety Policy and Health and Safety Development Plan.

O Fire Precautions

Under no circumstances will the Contractor be permitted to start fires for any purpose whatsoever. The Contractor is to take all reasonable precautions to avoid the outbreak of fire, particularly in work involving the use of naked flames. Such work shall be examined at short intervals immediately following its completion. He must impress on his workmen the dangers involved in the careless use of naked flames in proximity to combustible materials, disposal of matches and cigarettes, etc., and the accumulation of rubbish on the Site.

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation and the Loss Prevention Council.

Smoking will not be permitted on the site

Before any works are carried out, the Contractor shall discuss his proposals with the Employer's Agent to ensure that the extent of any fire hazards in the works are known fully to the Employer's Agent. The Contractor shall draw to the attention of all his workmen the dangers involved in the careless disposal of matches, cigarettes and tobacco ash.

Smoking will not be permitted in roof spaces, service voids or other similar locations having a high vulnerability to fire and the Contractor's workmen shall be required strictly to conform with all 'No Smoking' rules applicable in specific areas of the Works. Fire escape routes shall be kept unobstructed and, if necessary, illuminated at all times and when work necessitates the use of naked flames in roof spaces, service voids or other similar locations having a high probability of fire, a portable fire extinguisher shall be readily available.

The degree of care to be taken and attention to be given by the Contractor with regard to fire precautions shall be in general accord with the Department of the Environment Property Services Agency's "Standard Fire Precautions P5" obtainable from Her Majesty's Stationery Office.

Scrap timber, cement bags and the other combustible building debris should be collected and disposed of daily by the Contractor.

Oil heaters will not be permitted for drying out purposes etc., the plant used for drying out will be sited at safe distance from any combustible materials.

Bulk quantities of inflammable material shall be stored in a properly constructed store of fire resisting materials adequately ventilated at high and low levels. The store shall be marked "Danger - Highly Flammable Materials - No Smoking or Naked Lights within 6 metres" and a suitable fire extinguisher installed in an accessible position outside the store as directed by Employer's Agent.

Boilers for heating bitumen, etc., shall be safely located outside in the open and never placed on a combustible roof or floor.

Petrol/Diesel powered equipment such as air compressors, hoists, pumps, mixers, etc., shall be so located that their exhausts are well away from combustible material. Engines shall be shut off during refuelling operations. It is highly desirable that electrically driven or air operated equipment should be used in underground operations or beneath buildings.

Acetylene gas cylinders not in use on welding or cutting equipment shall be stored by the Contractor in a properly constructed fire resisting store adequately ventilated direct to the open air. Full cylinders shall be stored in a separate store to that of empty cylinders and suitably indicated. It is essential that all empty cylinders are removed by the Contractor to a store immediately after use.

Cutting or welding shall not be performed by the Contractor when an open flame could be dangerous or where sparks could ignite tarpaulins, etc., or where there is a possibility of inflammable vapours being present. Liquid Petroleum Gas Cylinders containing Propane or Butane shall be stored in the open by the Contractor, well away from any heat source.

Portable cylinders supplying a permanent installation shall be located out of doors by the Contractor and where two or more are used together they shall be suitably manifolded using properly designed fittings.

No repair work involving welding or any similar operation shall be carried out on liquid petroleum gas equipment by the Contractor until it has been taken out of service and made safe.

	No welding operations shall be carried out by the Contractor in close proximity to Liquid Petroleum cylinders. Smoking and naked lights shall be prohibited within storage areas and prominent notices to this effect should be posted by the Contractor. It is essential that all cylinders not in use should be returned to the storage area immediately after use by the Contractor and not left within the buildings under construction or within temporary huts. Oxygen cylinders shall be stored away from readily combustible material. Inside buildings oxygen cylinders shall be stored well away from acetylene or other fuel gas cylinders. It is preferable that the storage of oxygen cylinders should be separated from other storing by fire resisting materials. Storage areas shall be well ventilated. Temporary huts and storage areas shall be provided with sufficient extinguishers in order to comply with all current applicable legislation, rules and guidelines, suitably positioned and readily available for use The Contractor shall allow facilities for any visits the Local Fire Officer may make to inspect the site / buildings to ensure that the foregoing precautions are taken and he must comply with any reasonable requests made by the Fire Officer and sanctioned by the Employer's Agent.	
P	Warning Signs The Contractor will be responsible for positioning all necessary temporary signs at vantage points around the site. The Contractor is to include for all other temporary signs where it is deemed necessary due to a hazardous operation	
Q	Pre Construction Information The Pre Construction Information prepared is included within the tender documents and all of the requirements of the same and procedures outlined shall be strictly adhered to. The Construction Phase Plan developed from the Outline Construction Phase Plan (See Section A30) must be submitted to the Principal Designer not less than 1.5 weeks before the proposed date for start of construction work. Do not start construction work until the Client has confirmed in writing that the Construction Phase Plan includes the procedure and arrangements required by CDM Regulations	
R	HSE Approved Codes of Practice Comply with the following: - Management of health and safety at work - Managing health and safety in Construction	
S	Security Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.	

T	Stability Accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary. Prevent overloading; details of design loads may be obtained from the Structural Engineer.	
U	Employer's Representatives Site Visits Inform the Employer's Agent in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and / or equipment for the Employer and his representatives as appropriate	
V	PROTECT AGAINST THE FOLLOWING: Explosives: Do not use. Pollution: Take all necessary 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 Agent without delay and provide them with all relevant information. Nuisance: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes. Asbestos Based Materials: Report immediately to the Employer's Agent any suspected asbestos based materials discovered during the works. Avoid disturbing such materials. Agree with the Employer's Agent the procedures for safe removal and encapsulation. Waste: Remove rubbish, debris, surplus material and spoil regularly and keep the Site and Works clean and tidy. Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority. Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site Laser Equipment: Install, use and store construction laser equipment in accordance with BS EN 60825-1 and the manufacturer's instructions. Use either Class 1 or Class 2 laser equipment ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path. The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the Employer's Agent and subject to the submission of a method statement on its safe use. Roads and Footpaths:	

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

Existing Structures:

Provide and maintain during the execution of the works all incidental shoring, strutting, needling and other supports as may be necessary to prevent the stability of existing structures on the site or adjoining that may be endangered or affected by the works.

Support existing structure as necessary during cutting of new openings or replacement of structural parts.

Do not remove supports until new work is strong enough to support the existing structure. Prevent overstressing of completed work when removing support.

A35	SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING	
A	Phasing of Works There are no phasing requirements	
B	Generally The Contractor shall maintain the Works in good order during the course of construction and shall not erect on site anything other than the plant necessary for construction or permit the site to be used for any purpose other than the execution of the Works and shall permit the Employer's Agent and any other duly authorised personnel access at all times to enter upon the site and Works for the purposes of inspections. The Contractor will be responsible for the submissions to the Employer's Agent for approval of all Sub-Contractors drawings etc. to suit the Contractor's master programme The Contractor shall obtain from the various Sub-Contractors their requirements with regard to holes, mortices, chases, etc., so that these can be formed correctly in the first place and without alterations. The Contractor shall also obtain from the various Sub-Contractors their requirements with regard to holes, mortices, chases, etc., required in the work executed by other Sub-Contractors in whose work the holes, mortices, chases etc., are required, so that these can be formed correctly in the first place and without alterations. Any alterations due to the failure to obtain and make use of this information or to make available such information to the other Sub-Contractors will be the Contractors liability.	
C	Working Hours Normal working hours on the site will be: Monday to Friday 08:00 – 17:30 Hrs Overtime working may be permitted only with prior agreement of the Employer. The Contractor shall also comply with any working hours restrictions as stipulated within the planning conditions.	
D	Limitation of Working Hours The Contractor is deemed to have made due allowance in planning and pricing for complying with any limitations on hours of working which may be imposed by any statutory authority.	
E	Restricted Deliveries The Contractor shall comply with any restrictions imposed by the police or Employer with regard to plant deliveries or removals or materials deliveries and is deemed to have allowed for any consequential extra costs and for obtaining the necessary permissions.	
F	Publicity No information concerning this Contract may be released by the Contractor to anyone else, except to such persons and to such extent as	

	may be necessary for the performance of the Contract, without the prior written consent of the Employer.	
G	Advertising Rights The rights for advertising remain solely with the Employer.	
H	Notice Boards The Contractor shall provide a notice board of a suitable size of 2400 x 1200 mm for the duration of the contract incorporating the title of the works. The name of the Employer, his own name, the names of the Nominated Sub-Contractors and the 1200 x 300 mm standard name board of the Employer's Agent, Architect, Quantity Surveyor, Consultant Engineer and Services Engineer The Contractor shall obtain the approval of the Employer's Agent as to the design and size of the board, the style and disposition of the lettering before erection.' The Contractor shall include for painting the board, all lettering thereon and repainting as necessary to maintain an appearance satisfactory to the Employer's Agent The Contractor is prohibited from displaying or permitting the display of any other notice boards or advertisements	
I	Scope The limitations described in this section are supplementary to limitations described or implicitly in information given in other sections or on the drawings	
J	Design Constraints None notified by designers	
K	Access to the Site See Section A12 of these Preliminaries	
L	Temporary Facilities Utilisation of any area for temporary use or temporary facilities will only be permitted with the prior agreement of the Employer. Allow for regular maintenance of any temporary area or temporary facility during the project works.	
M	Access and Emergency Escapes to / from the Site Provide / maintain access to and emergency escape from the site at all times during the project	
N	Use of the Site See Section A12 of these Preliminaries	
O	Locations The Contractor shall inform the Employer's Agent of the intended siting of all temporary spoil heaps, temporary works and services	

	The Contractor shall maintain, alter, adapt and move temporary works and services as necessary, and remove when no longer required and make good. The Contractor's compound shall be as indicated on the Contract drawings. The Contractor shall not exceed the boundary indicated.	
P	Temporary Works The Contractor will be entirely responsible for the design and provision of all temporary measures necessary to construct and complete the Works and in this connection, he will submit whatever calculations are necessary prior to contract commencement to satisfy the Employer's Agent and Local Authority of the adequacy of any proposals as and when requested.	
Q	General Scaffolding The whole of the scaffolding must be constructed and maintained in accordance with the requirements of HM Inspector of Factories The Contractor shall provide all general scaffolding as necessary for the works to ensure safe working procedure	

A36	FACILITIES/ TEMPORARY WORK/ SERVICES
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A	Refer to other sections.
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A37	OPERATION/ MAINTENANCE OF THE FINISHED WORKS	
A	Health and Safety File The Building Manual (incorporating the Health and Safety file and subtitled accordingly) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enabling it to operated and maintained efficiently and safely. The Contractor is required to obtain and prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to the Employer's Agent for checking by the Principal Designer and for delivery to the Employer	
B	The Manual is to consist of the following three parts, sub-sectioned as appropriate:- PART 1 : GENERAL INFORMATION: Content as outlined subsequently under section A 37, the information being provided to the Contractor by the Employers Agent PART 2 : BUILDING FABRIC INFORMATION: Content as outlined subsequently under Section A37, plus certain as-built drawings and other information provided to the Contractor by the Employers Agent. PART 3 : SERVICES INFORMATION : Content as outlined subsequently under Section A 37. PART 4: DEMOLITION INFORMATION: Content as outlined subsequently under Section A37 A complete draft of the File must be submitted in accordance with the Principal Designer's requirements before the date for submission of the final copies of the File. Amend the draft File in the light of any comments and resubmit to the Employers Agent. Do not proceed with production of the final copies of the Manual until authorised to do so by the Employer's Agent. Final copies of the File : Provide the Principal Designer with 2 hard copies and 1 digital copy not less than 2 weeks before Practical Completion. Issuance of the Health and Safety File and Building Manual, containing all necessary information, is a condition precedent before issue of the Practical Completion Certificate. As-built drawings: Provide A3 size copies within the Files. See also Section A31 requiring whole manual to be provided in electronic format	

C	Content of Health and Safety File The Health and Safety File must include as a minimum the following information:- Part 1 : General Information - A description of the works - Details of ownership and all consultants and designers - Details of all Authorities plus copies of all consents and approvals obtained. - Names, addresses, telephone and fax numbers of all contractors, sub contractors, suppliers and manufacturers - Any operational requirements and constraints of a general nature which are not relevant to other parts of The Building Manual. - The Fire Safety strategy for the building(s) including drawings showing emergency escape routes, location of emergency and fire fighting systems, services shut-off valves, switches etc. Part 2 : Building Information Provide such information as is reasonably required by the Principal Designer including: - Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed work and performance specified work. - As-built drawings recording details of construction for all Contractors designed work and performance specified work - Copies of manufacturers current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance. - Copies of all guarantees, warranties and maintenance agreements offered by sub contractors and manufacturers. - Copies of test certificates and reports required in the specification. Part 3 : Services Information - A Full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided. - A description of the mode of operation of all systems including services capacity and restrictions. - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc. - A photo-reduction of all record drawings to A4 or A3 size together with an index. - Legend for all colour coded services. - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules
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- The Contractor will be required to provide practical demonstrations of all lift, heating, lighting and alarm systems to the Employer, prior to handover. The Contractor is required to video each of these demonstrations and provide 2Nr CD copies to the Health and Safety File.
- The name, address and telephone number of The manufacturers of every item of plant and equipment together with catalogue list numbers
- Manufacturers' technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
- A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests), for the installations and plant, equipment, valves, etc., used in the installations.
- A copy of all manufacturer; guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
- Starting up, operating and shutting down instructions for all equipment and systems installed.
- Control sequences for all systems installed
- Schedule of all fixed and variable equipment settings established during commissioning.
- Procedures for seasonal changeovers
- Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
- Lubrication schedules for all lubricated items.
- A List of normal consumable items.
- A List of recommended spares to be kept in stock by The Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- Procedures for fault finding.
- Emergency procedures, including telephone numbers for Emergency services

Part 4: Demolition Information

- General Health and Safety Information known by The Contractor and Designers that would enable safe future demolition of the structure.

D

Presentation of the Health and Safety File

The whole Health and Safety File is to be contained in a series of matching A4 size, plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided by robust plastic dividers and appropriately cover titled. Selected drawings needed to illustrate or locate items mentioned in the Health and Safety File, shall be reduced to A4 or A3 folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of full size as-built drawings may form annex(es) to the Health and Safety File

E	The whole Health and Safety File shall be supplied electronically in duplicate as described in Section A31	
F	Provisional Information on Services: The Contractor shall provide the Employer's Agent with relevant drawings and preliminary performance data at the commencement of commissioning to enable the Employer's staff to familiarise themselves with the installation.	

A40	CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF	
A	Transport The Contractor shall provide all transport required and pay all transport costs in connection with the Contract. The Contractor shall include for the cost of transporting workpeople to and from the site including fares, hire of vehicles or any other costs	
B	Workpeople The Contractor shall be deemed to have satisfied himself as to the supply or availability and conditions affecting workpeople as no claims for additional payment in this respect will be allowed. The Contractor shall employ in the execution of the Works only such workpeople who are skilled in their various trades or callings.	
C	Supervision The Contractor shall employ and keep on site competent and adequate staff as necessary for the proper administration, co-ordination, supervision and superintendence of the works, organise the procurement of all materials and equipment so that they will be available at the time they are needed for the work and keep an adequate force of skilled workmen on the Project to complete the work in accordance with the agreed programme. The Contractor shall employ and keep on site a competent Representative acceptable to the Employer's Agent and having a thorough experience of the class of work covered by the Works Contract. Details of the training and experience of the Representative whom the Contractor proposes to keep upon the works shall be submitted to the Employer's Agent for approval. The Contractor shall have full knowledge of Regulation 5 of the Construction (General Provision) Regulations 1961 in regard to the appointment of an experienced person to supervise safe conduct of work and shall accept and carry out any reasonable request by the Employer's Agent, in order to comply with such regulations or any subsequent amendment thereof. Key members of the Staff, including the Site Representative, shall not be removed, or transferred without the consent in writing of the Employer's Agent, unless they cease to be employed by the Contractor.	
D	Daily Records The Contractor shall keep daily records of labour and materials used on the works and shall make these available to the Employer's Agent as and when required.	
E	Generally Include all costs in connection with the provision of management and staff.	

A41	CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION	
A	Temporary Accommodation The Contractor shall provide and maintain all necessary storage containers, office accommodation, mess rooms, sanitary accommodation for his own use required by statute (see Health and Welfare Clause), including facilities for Named Sub-Contractors the siting of which shall be agreed with the Employer and Employer's Agent The Contractor will not be permitted to erect or utilise substandard facilities and the quality of all accommodation shall be to the approval of the Employer's Agent. The Contractor shall provide and maintain and keep clean separate conference accommodation, capable of housing comfortably 10 persons, complete with tables, chairs, heating and lighting. The Contractor shall pay all rates and charges in connection with all temporary accommodation	
B	Temporary Telephones / Email The Contractor shall provide for the installation of telephone / email facilities for his own use and the use of Named Sub-Contractors, etc., and shall pay all charges and costs of calls	

A42	CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES	
A	Temporary Lighting and Power The Contractor shall provide all necessary temporary electric lighting and power for the Works including all necessary floodlighting where work after dark is involved including that required by Named Sub-Contractors and shall pay all fees and charges	
B	Water for the Works The Contractor shall provide all water required for the Works including that required by Named Sub-Contractors from whatsoever source may be available, pay all fees and charges and provide all temporary storage and plumbing. The onus is on the contractor to investigate and ensure that such water is available	
C	Protection from the Weather The Contractor shall protect the Works from the weather and shall make good all damage, due to lack of protection at his own expense.	
D	Watching and Lighting The Contractor shall provide all necessary watching and lighting by day and night, including weekends, for the duration of the Contract.	
E	Drying out the Works The Contractor shall allow for all necessary appliances, fuel and labour for drying out the works, controlling the humidity and testing the heating apparatus.	
F	Permits to Work For all hot works, work on services and the like, etc the Contractor shall operate a Permit to Work Policy	
G	Maintenance of Roads The Contractor shall make good all disturbances to public or private roads or footpaths in consequence of the Works. He shall keep them clean and free from soil etc., at all times. He shall accept all responsibility for wear and tear upon such roads or paths as far as this contract is concerned and shall meet and settle at his own risk and expense all claims by the owners for injury to the same by excessive carting, deliveries, etc.	
H	Plant, Tools etc. The Contractor shall provide all tools, tackle, plant, hoisting gear, etc., required and he shall maintain such as is required for the proper execution of the Works.	
I	National Insurance Payment and other Labour Costs The Contractor shall include for all costs and expenses of Bonusing, Incentive Money, Holidays with Pay, National Apprenticeship Schemes, Travelling Time, Travelling Expenses, Guaranteed Time, National	

	Insurance Contributions including Pensions, all payments under the Working Rule Agreements and all other proper Emoluments and Expenses of labour for workpeople employed in this Contract.	
J	Overtime The Contractor shall include for all costs and expenses of overtime that may be necessary to complete the Works.	
K	Responsibility for Goods on Site All goods and fittings delivered to site shall be received into the charge of the Contractor, who shall satisfy himself that they are sound, correct and in good order and shall replace at his own costs, all goods and fittings found to be damaged on completion.	
L	Temporary Roads The Contractor shall allow for all necessary temporary roads, crossovers to Public Footpaths or the like during the progress of the works and make good all work disturbed.	
M	Temporary Fencing etc. The Contractor shall provide all necessary temporary fencing, hoardings, screens, site demarcation tape, fans, planked footways, guardrails, gantries and similar items, necessary to carry out the works and to any specific requirements indicated on the drawings.	
N	Air Testing The Contractor shall include for all costs associated with providing a statutory air test certificate	
O	Removing Rubbish and Cleaning Remove all rubbish from time to time as it accumulates or at intervals as reasonably directed by the Employer's Agent including that of Named Sub-Contractors and Suppliers and in accordance with the requirements outlined in Section A34 At completion clean all surfaces, gullies, down pipes etc., remove surplus materials of all kinds, remove all blemishes, touch up decorations, and leave the whole of the works and site in a clean and perfect condition to the satisfaction of the Employer's Agent and suitable for immediate habitation.	
P	Site and Adjacent Roads The Contractor shall ensure that all vehicles leaving the site do not contaminate adjacent roads and where necessary shall employ vehicle wheel cleaning facilities on site to guarantee the integrity of the adjacent roads. The Contractor shall keep clean all surrounding roads at all times to the satisfaction of the Employer's Agent.	

Q	Traffic Management The Contractor shall be responsible for the management of the traffic to and from the site on all adjacent roads.	
R	The Landfill Tax Regulations 1996 The Contractor shall comply fully with all current Landfill Tax Regulations and the Finance Act Regulations and shall pay and include within his tender for all costs and charges in connection with the same.	
S	Aggregate Tax Regulation 2002 The Contractor shall include for and comply with the Aggregate Tax Regulation 2002 and shall include within his tender for all costs and charges in connection with the same.	
T	Site Waste Management Regulations The Contractor shall comply fully with the requirements of the Site Waste Management Plan Regulations 2008, and shall include for all costs and charges in connection with the same.	
U	Protection The Contractor shall protect the works including existing finishings for the duration of the works. Any resultant damage will be made good entirely at the expense of the Contractor.	
V	Existing Drainage and Services The Contractor is to locate existing drainage and services and undertake surveys prior to start on site.	

A43	CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT	
A	Mechanical Plant Should the Tender provide for the use of mechanical plant and the Contractor finds himself unable to use or be prevent from using such mechanical plant, any extra cost so incurred shall be at the Contractors expense. Provide all necessary mechanical plant for the proper execution of the works, including but not limited to the following:- - Craneage - Hoisting facilities - Personnel transport - Transport and skips - Earthmoving plant - Concrete plant - Paving and surfacing plant All other plant as necessary, insert items and costs below or on continuation sheets:	

[illegible]

A50 WORK / MATERIALS BY THE EMPLOYER

- A Works to be undertaken by sub contractors employed by the Employer direct shall be as identified within the Employer's Requirements and shall be fixed as directed within the Employer's Requirements and in accordance with the manufacturers recommendations.
- The Contractor shall include for co-ordinating all works to be undertaken as "Employer Direct Work Items" as identified within the Employer's Requirements within their own works and for providing all welfare attendances required in respect of these works.
- The Contractor shall make due allowance in programming, planning and pricing Preliminaries for the welfare attendances etc, required in association with Directly Employed Sub-Contractors as defined within the Employer's Requirements.

A51 NAMED SUB CONTRACTORS

A

The Contractor shall arrange and obtain from all Named Sub-Contractors full particulars of their requirements with regards to date of commencement of work, delivery of materials to site and positions of all chases, holes, etc., as no claim for additional payment in this respect will be allowed.

The Contractor shall arrange with all Named Sub-Contractors for inspection of their books, invoices and receipts to allow for the checking of those cost fluctuations which affect the basis upon which the Contract Sum is prepared.

The Contractor shall allow for all general attendances on Named Sub-Contractors and such attendances shall include for the following:-

- a) Free use of plant and erected scaffolding, ladders and hoists if required.
- b) All necessary lighting, water and power for hand tools

A53 WORKS BY STATUTORY AUTHORITIES

- | | |
|---|---|
| A | <p>The Contractor shall be deemed to have allowed for the effect (if any) of all work required to be carried out by local authorities and statutory undertakings including works by public companies responsible for statutory work when executing their statutory duty and have paid all fees / charges in connection thereof.</p> <p>The Contractor is to provide local authorities and statutory undertakings with all necessary dimensions and other information to enable their work to be correctly executed.</p> |
|---|---|

A54 PROVISIONAL WORK

A	Provisional Sums for provisional work are included within the Preliminaries and shall be expended as directed by Employer's Agent. All such Provisional Sums shall be deemed to be defined work and the Contractor shall be deemed to have made due allowance for the same in programming, planning and pricing Preliminaries.
---	---

A55	DAYWORKS	
A	Provisional Sums for the Prime Cost of labour, materials and plant to be valued on a Daywork basis are included in a separate section of the Preliminaries. The Contractor shall insert the percentage additions he requires on each of the Provisional Sums and add the cost of such percentage additions to the amounts of the Provisional Sums. In the settlement of accounts the Provisional Sum together with the value of the percentage addition will be omitted. The operation and management of Dayworks shall be as outlined under Section A32.	
	Preliminaries Sub Total	

4.0 PROJECT BRIEF/OUTLINE SPECIFICATION

		£
4.1	SITE INFORMATION	
4.2	BUILDING BRIEF REQUIREMENTS	
4.3	SPECIFICATION	

4.1	SITE INFORMATION	
4.1.1	Location This site is situated at The Council Yard, Frost Lane, Hythe.	
4.1.2	Ground Conditions The contractor is required to satisfy himself of all ground conditions when designing foundations, retaining wall structures, below ground drainage and the like. The Contractor must undertake all additional surveys as required in order to carry out design and construction of the project works.	
4.1.3	Access All parking must be organised so as to not cause an obstruction to passing vehicles or adjacent residential properties. Access along all adjacent street and roads shall be maintained at all times.	
4.1.4	Surface and Foul Water Drainage The proposed drainage connections are to link to the existing systems, and it is the contractor's responsibility to satisfy himself of the adequacy of the proposals submitted.	
4.1.5	Services Generally The Contractor should make direct contact with all relevant undertakings to ascertain the accurate location and depth of all existing services. The Contractor must undertake all additional surveys as required.	
4.1.6	Survey of Existing Structures and Levels The Contractor must undertake all additional surveys as required of existing structures and levels etc, in order to carry out design and construction of the project works. The Contractor must undertake thorough checks on all existing structures and level surveys etc., supplied with the tender documentation to satisfy themselves as to the accuracy and correctness of the same.	
4.2	BUILDING BRIEF REQUIREMENTS	
4.2.1	The Project Generally This brief has been prepared to assist Contractors in providing acceptable designs and proposals. The brief will be adjusted to incorporate any agreed changes and will form part of the contract.	
4.2.2	Outline Building Requirements The works are as shown on the drawings and specifications included within the Employer's Requirements.	

4.2.4	Layout and Appearance requirements The design should have high standards of design, detailing and construction.	
4.2.5	Performance Requirements The design shall conform with or be better than the minimum performance standards described in this document. The Contractor shall offer a specification that is compatible with, and not less than the standard described in this document. The Contractor shall ensure that the Works are fit for their intended use and the attendant wear and tear inherent in this use. All proprietary products shall be used in accordance with the manufacturers' recommendations and specifications. The construction specification shall comply with all relevant current British Standards and Codes of Practice	
4.2.6	Statutory Approvals and Requirements The Contractor shall be entirely responsible, at all stages, for ensuring that his detailed proposals will conform with the current Building Regulations. Where the Tender Documents call for standards higher than those indicated in the Building Regulations, those standards shall be followed. It will be the contractor's responsibility to obtain all necessary statutory approvals in this respect. The Contractor must ensure that the works comply with all other statutory regulations including - Building Regulations 2000 and as currently amended and Local Acts, By-laws and fire legislation - - BS 5810 Code of practice for access for the disabled to buildings - - Health & Safety Regulations/Factories Acts. - - Rules of the Fire Officers Committee - - Environmental Regulations	
4.2.7	Materials All materials and workmanship shall be fit in all respects for the purpose for which they are intended, all as stated in the current Approved Building Regulations Documents. The minimum acceptable standard shall be that all materials and workmanship shall conform with, or are better than, the relevant current British Standard or British Standard Code of Practice. Where a current British Standard does not cover materials, they shall either have an Agreement Certificate or have been tested and certified by a recognised authority and the Contractor shall submit these for agreement.	
4.2.8	Access and Facilities for the Disabled The design should include for all the requirements for access facilities for the disabled, as required by Part M of the current Building Regulations.	

4.2.9	Fire Precautions The Contractor must obtain a report from the Fire Officer that demonstrates compliance with the Fire Precautions Act 1971 and all legislation as stated in the current Approved Building Regulations Documents. The Contractor shall include for installation of all emergency signs, emergency lighting, door closers, vision panels, fire alarm etc. Signage shall also take into account of the Disability Discrimination Act.	
4.2.10	Hazardous and deleterious materials No materials or substances shall be specified or used that are known to be deleterious at the time of use or may become in the future by way of its application, including but not limited to materials and substances referred to by the Building Research Establishment as being hazardous to health and safety or to the durability of the property. Also substances that are not in accordance with British Standards and Codes of Practice or their European equivalents	
4.2.11	Maintenance Preference will be given to materials and components that are durable and proven to be of low maintenance cost.	
4.3	SPECIFICATION	
4.3.1	Specific Refer to the details provided and drawings included within Section 5.0 and the Appendices of these Employers Requirements.	

5.0 WORKS FORMING CONTRACT SUM ANALYSIS

Note 1.	Technical enquiries shall be referred to Nick Pavlou at BAYSIDE BUILDING CONSULTANCY LIMITED (nick@baysidebc.co.uk)
Note 2	In the event that discrepancies arise between the elemental breakdown schedule and the contract drawings, the Employers Agent is to be notified immediately.
Note 3	The client is prepared to consider packaged solutions, such as those provided by <i>Premier Steel Buildings</i> (or similar manufacturer) provided the package building complies with the Planning Permission issued and current Building Regulations for England & Wales.
5.1	TREES AND HEDGES Erect and maintain tree protection in accordance with the measures set out in the arboriculturist statement and tree report contained in Appendix D.
5.2	EXISTING PORTACABIN Remove and disposal of existing portacabin including all debris
5.3	SUBSTRUCTURE Excavation and disposal off site Reinforced concrete ground slab, including ground beams and column bases (Note: Must be designed accommodate the kerb weights of various machines and vehicles as set out in Appendix F) Power floated and hardener applied Concrete strip foundations
5.4	FRAME Steel portal frame cold rolled purlins, cee-section columns, and rafters. Galvanised top hat sections for purlins and wall girts.
5.5	ROOF Built up aluminium roof cladding (insulated / thickness to comply with current regulations U-Values) Exterior Colour: Green (to comply with Planning Permission) 6Nr GRP fixed Rooflights Aluminium gutters and downpipes
5.6	EXTERNAL WALL, WINDOWS, AND DOORS Plastic coated steel cladding sheeting (outer skin 25mm longer to overhang the concrete slab) Exterior Colour: Green (to comply with Planning Permission) 2x Single personnel access doors (front and rear), heavy duty steel door primed finish ready for decoration

	1x Class 5 sectional roller shutter door (front only), automatically operated via control panel Note: All doors fitted with external and internal locking mechanisms	
5.7	ELECTRICAL INSTALLATIONS New consumer unit and new circuits within the new building Small power, basic, surface mounted conduits at dado height serving 8Nr double power sockets (precise location to be agreed on site) LED strip lighting with integral emergency lighting, uniform distribution fixed to, or suspended from, building portal frame Emergency(escape) lights over personnel doors	
5.8	INCOMING SERVICES Supply and installation of sub-electric meter supply to new storage facility from the existing Workshop building Allow for all arrangements with the current electricity provider	
5.9	COMMUNICATION INSTALLATIONS Fire alarm and smoke detection system	
5.10	BUILDER'S WORK IN CONNECTION Forming holes and chases etc Allow to adjust overhead cable to ensure it does not rest on new building roof.	
5.11	EXTERNAL WORKS New soakaway installation to accommodate rainwater/surface water New concrete hardstanding from edge of existing concrete hardstanding within the yard to the front of the new building	
5.12	HANDOVER / O&M MANUALS Fully developed handover / Operating and Maintenance (O&M) manual information shall be submitted to the Employers Agent on completion of each phase of works. Once issued it is to be subsequently updated upon completion of each phase and at practical completion. Details of specific requirements are contained within the Appendix B of this specification. All O&M information shall be coordinated by the Main Contractor and submitted in the form required (i.e. individual sub-contractors files will not be permitted) as described elsewhere. Failure to undertake the above handover requirements will result in the delay of Practical Completion to the construction contract.	
Works Forming Contract Sum Analysis Sub Total		

6.0 PROVISIONAL SUMS

Note 1	The Contractor's attention is drawn to the Clauses 'Attendance' and 'protection' of the works in the Preliminaries	
Note 2	The following Provisional Sums are nett provisional sums and shall be expended as directed, adjusted in line with actual quotations or deducted in whole or part if not required by the Employers Agent	
6.1	Provisional Sums: - Client Contingency Sum	10,000
6.2	Contractors Required Overheads & Profit Add Contractors required percentage addition to cover overheads, profit, main contractors discount and the like on provisional sums / post contract variations;% (Contractor to insert percentage include the associated on-cost. Sub-total multiplied by percentage)	
Provisional Sums Sub Total		

7.0 DAYWORKS

7.1	Generally Where work cannot properly be measured and valued the Contractor shall be allowed daywork rate based on the Prime Cost of such work calculated in accordance with 'Definition of Prime Cost of Daywork carried out under a Building Contract' (Current Edition), published by the Royal Institution of Chartered Surveyors and the National Federation of Building Trades Employers, together with percentage additions to each section of the Prime Cost at the rate set out below The Contractor shall give reasonable notice of the commencement either of any work ordered to be executed on a 'Daywork Basis' or of any work he considers should be paid for on a 'Daywork Basis' The Contractor shall submit Daywork sheets, signed by the Site Supervisor, giving a description of the work executed, the amount of materials used and the names of workpeople involved, together with their tally numbers, trade and time daily. These sheets shall be submitted to the Employers Agent, in triplicate, no later than the end of the week following that in which the work was executed. The Employers Agent shall verify these by signature and one copy shall be returned to the Contractor. Such signature shall indicate only acceptance of the time worked and materials used, the basis for payment being a matter for settlement by the Quantity Surveyors who shall agree Daywork payments in accordance with the details set out below.	
6.2	Percentage additions for Dayworks occurring: Prior to the date of commencement of the Rectification Period (1) Labour (2) Materials (3) Plant Provisional Amount of Daywork Labour Add% as above Materials Add% as above Plant Add% as above	
6.3	Percentage additions for Dayworks occurring: After the date of commencement of the Rectification Period (1) Labour (2) Materials (3) Plant Provisional Amount of Daywork Labour Add% as above Materials Add% as above Plant Add% as above Day Works Sub Total	

8.0 GENERAL SUMMARY

8.1	PRELIMINARIES	
8.2	WORKS FORMING CONTRACT SUM ANALYSIS	
8.3	PROVISIONAL SUMS	
8.4	DAYWORKS	
8.5	DESIGN FEES / NOVATION FEES	
8.6	PLANNING PERMISSION FEES (i.e. COMPLYING WITH CONDITIONS)	
8.7	BUILDING REGULATIONS FEES	
8.8	ALL OTHER FEES IN CONNECTION (i.e. UTILITIES)	
Carried To Form of Tender		

APPENDICES

APPENDIX A – INVITATION TO TENDER AND FORM OF TENDER



Hythe & Dibden
PARISH COUNCIL

Invitation to Tender

**For the provision and installation of a storage facility
(Tractor Shed)**

**Maintenance Workshop, Tates Copse, Frost Lane, Hythe
Southampton**

“What 3 words” for deliveries. The location is [///chat.habit.busy](https://chat.habit.busy)

INSTRUCTIONS TO TENDERERS

Hythe and Dibden Parish has appointed Bayside Building Consultancy to project manage the Provision and installation of a storage facility at a Maintenance Workshop located in Tates Copse, Frost Lane, Hythe, Southampton The contact details of the Project Manager are Nick Pavlou telephone 07737 245 506 email nick@bayside.co.uk

1. General Provisions

- 1.1. These Instructions to Tenderers together with the Specification, the Conditions of Contract, the Tender and the acceptance thereof [and other documentation referred to in paragraph 4.4 below] shall constitute the whole agreement between the Council and the Tenderer.
- 1.2. Tenderers must comply with these instructions. The Tenderer must complete and return, in its entirety, the Form of Tender (at Appendix A). Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final.
- 1.3. By inviting you to tender and/or including you on a list of selected candidates the Council makes no representations whatsoever regarding your financial stability, technical competence or ability in any way to carry out the services.
- 1.4. The Council does not bind itself to accept the lowest or any tender.
- 1.5. The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with the tender.
- 1.6. The Council may in its absolute discretion withdraw this invitation to tender at any stage.



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2. Confidentiality and Related Matters

- 2.1. Invitations to tender and details of the project must be treated as private and confidential, save to the extent allowed by the Council as part of the tendering process. You must not disclose that you have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know and those of your professional advisers who you need to consult for the purposes of preparing the tender.
- 2.2. The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.
- 2.3. During the tender evaluation process the Council shall treat all information which a Tenderer properly identifies as commercially sensitive information as confidential.
- 2.4. Following the evaluation and award of the Contract, the Council will continue to honour confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000. Tenderers must recognise that it is the Council's aim (consistent with the principles of the Act) is to make available to the public as much information as possible about its contracting arrangements subject also to having regard to the legitimate commercial interest of Tenderers. Only information which is genuinely confidential or commercially sensitive shall be protected from disclosure. Note in particular, that in order to comply with government requirements the Council may publish information about the contract including (but not limited to) this invitation to tender documents, the terms of the agreement, the contract value and duration, the contractor's contact details and payments made to the contractor under the contract.
- 2.5. The Council cannot accept any request for provisions in the Contract which seeks to identify as confidential information which is not strictly confidential in nature. The Council will not hold information "in confidence" where it is not in fact confidential information.
- 2.6. Any request made by a third party to the Tenderer to disclose information relating to this tender shall be referred immediately to the Council. The Contractor shall not disclose any information themselves.
- 2.7. The successful Tenderer should be aware that following the award of the Contract, the Council shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Council shall seek to agree with the successful tendered the nature of the information to be so protected.

3. Workforce and Related matters

- 3.1 There are no workforce matters related to this contract.

4. Tender Submission

- 4.1. Tenders must be submitted strictly in accordance with the instructions.



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- 4.2. Tenders submitted not strictly in accordance with these instructions may not be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified.
- 4.3. Returned Tenders must include:
- These Instructions
 - The specification including all required responses
 - The Pricing Schedule, completed
 - If requested, Environmental Method Statement, completed
 - Any other requested Method Statements
 - The Form of Tender with tender price and the details of the person responsible for submitting the tender inserted
 - The Declarations regarding Conflict of Interests, Canvassing and Collusive Tendering and Equalities with the details of the person responsible for submitting the tender inserted
 - Standardised selection questionnaire.
- 4.4. The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 4.5. Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 4.6. Where Tenderers have any questions about the Specifications or other Contract Documentation these should be submitted by email to nick@bayside.co.uk and in all events prior to the submission of tender.
- 4.7. If no questions are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.
- 4.8. It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under



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the contract and for all matters and things necessary for the proper performance of the contract.

- 4.9. Information supplied by the Council or its Consultant (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.
- 4.10. The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful Contractor without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers.
- 4.11. In submitting a Tender, Tenderers accept that:
- the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken

Your tender is to be sent in a **sealed envelope bearing no company identification and marked Storage Facility** to The Clerk to the Council, The Grove, 25 St John's Street, Hythe, Southampton, SO45 6BZ by **NOON on the 7th APRIL 2023** Tenders received after the deadline will not be accepted

- 4.12. No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.
- 4.13. The tender shall be submitted on the basis that it shall remain in force for a minimum of two months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time, then the tender shall be deemed to be withdrawn.
- 4.14. Tenderers undertake that, (in the event of the tender being accepted by the Council) within fourteen days of being called upon so to do they will execute a formal agreement in the terms set out. Until such a formal agreement is executed this tender together with the written acceptance of it shall form a binding agreement. NB No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.
- 4.15. Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.
- 4.16. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract



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and to recover from the appointed Contractor the amount of any loss arising from the cancellation if the Contractor:

- (a) shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
- (b) shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
- (c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.

4.17. Tenders must be exclusive of Value Added Tax (VAT).

5. Environmental Statement

5.1. Tenderers must submit an Environmental Statement.

6. Timetable

6.1. The first date and last date in the following timetable is firm. The other dates are current best estimates.

<i>Final Tender closing date (12:00 noon)</i>	<i>7th April 2023</i>
<i>Award contract (following tender being presented to Full Council)</i>	<i>27th April 2023</i>
<i>Works on site can begin</i>	<i>25th May 2023</i>
<i>Completion of contract delivery</i>	<i>20th July 2023</i>

7. Award of contract

7.1. The decision of the Council shall be final.

8. Ownership of Documents

8.1. The Tender Documents submitted by the Tenderer are and shall remain the property of the Council.



Hythe & Dibden

PARISH COUNCIL

Appendix A

FORM OF TENDER

Tender for Contract:	
Supplier Name:	

I/We the person named below hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to provide the [Goods / Services](#) to the Council as specified.

I/We hereby offer to provide the said Services for the sums properly due under the Contract as calculated in accordance with the Pricing Schedule attached.

Tendered Total Cost (in GBP): £.....

I/We confirm that:

- (a) I/We are fully conversant with all the contract documentation included in the Invitation to Tender; and
- (b) This tender is submitted strictly in accordance with that contract documentation and is without any conditions or qualifications whatsoever; and
- (c) On being called upon to do so by the Council, I/We shall execute the form of Agreement acknowledging our willingness to be bound by the Contract.

Person authorised to submit the Tender:

Name:

Position:

Dated:

DECLARATIONS

Tender for Contract:	
Supplier Name:	

CONFLICT OF INTERESTS, CANVASSING & COLLUSIVE TENDERING & EQUALITIES

1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest that may arise either during the term of the Contract or for a period of two years after its termination. ;

2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.

3 I/We certify that

(a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.

(b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf has done any such act.

(c) that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

(i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.

(ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Instructions to Tenderers).

(iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

4 I/We hereby confirm that I/We comply with all legislation, official guidance and codes of practice relating to equal opportunities, including but not limited to the Equality Act 2010 and any regulations made thereunder:

Person authorised to submit the Tender:

Name:.....

Position:

Dated:

APPENDIX B – PRE-CONSTRUCTION INFORMATION

CONTENTS

- 1.0 PROJECT DESCRIPTION**
- 2.0 CLIENTS CONSIDERATIONS AND MANAGEMENT REQUIREMENTS**
- 3.0 ENVIRONMENTAL RESTRICTIONS AND OTHER ON-SITE RISKS**
- 4.0 SIGNIFICANT DESIGN & CONSTRUCTION HAZARDS**
- 5.0 THE HEALTH AND SAFETY FILE**

1.0 PROJECT DESCRIPTION

1.1 Property Address

Parish Council Yard, Frost Lane, Hythe (Note: under “What 3 words” - [///chat.habit.busy](#))

1.2 Description

New industrial storage facility (tractor shed)

1.3 The Programme

The following dates are indicative only, are not contractual and in no way override any dates in the tender documents.

Start: Exact date to be confirmed – May 2023

Finish: Exact date to be confirmed – July 2023

The minimum lead-in period between appointment of the Principal Contractor and commencement of work on site will be 2 weeks.

1.4 Parties

Client:	Hythe & Dibden Parish Council
Principal Designer:	Bayside Building Consultancy
Employers Agent:	Bayside Building Consultancy
Contractor:	To be confirmed

1.5 Workplace

The structure to which this work relates will constitute a workplace. Where it will constitute a workplace, the requirements of the Workplace (Health, Safety and Welfare) Regulations 1992 will apply.

1.6 Existing Information

There is adequate existing information available with regard the existing site given the extent of work proposed. There are records of the existing buildings and existing plan drawings contained within the appendices to the Employers Requirements. However, these records should be treated with extreme caution in respect of accuracy. Any excavations should be dug with extreme care and normal prevention methods undertaken to allow discovery of and prevent damage to unknown buried services and below ground ducts. Due to the year of construction of the portacabin (to be removed as part of the works), an Asbestos Demolition Survey has been undertaken and is available in the Employers Requirements appendices.

2.0 CLIENTS CONSIDERATIONS AND MANAGEMENT REQUIREMENTS

2.1 Making suitable arrangements for managing a project

Regulations 4 and 5 of the CDM Regulations 2015 set out the client's duty to make suitable arrangements for managing a project and maintaining and reviewing these arrangements throughout, so the project is carried out in a way that manages health and safety risks.

Arrangements should focus on the needs of the particular project and be proportionate to the size of the project and risks involved in the work. Arrangements should include:

- a) Appointing designers (including Principal Designer, (PD) and contractors (including Principal Contractor, (PC).
- b) Ensuring the roles, functions and responsibilities of the project team are clear.
- c) Ensuring sufficient resources and time are allocated for each stage of the project – from concept to completion.
- d) Ensuring effective mechanisms are in place for members of the project team to communicate and cooperate with each other and coordinate their activities.
- e) How the client will take reasonable steps to ensure that the PD and PC comply with their separate duties e.g. this could take place at project progress meetings.
- f) Setting out the means to ensure that the health and safety performance of designers and contractors is maintained throughout.
- g) Ensuring that workers are provided with suitable welfare facilities for the duration of the construction work.

Where the range and nature of risks involved in the work warrants it, the management arrangements should also include:

- g) The expected standards of health and safety, including safe working practices, and the means by which these standards will be maintained throughout.
- h) What is expected from the design team in terms of the steps they should reasonably take to ensure their designs help manage foreseeable risk during the construction phase and when maintaining the building once it is built.
- j) The arrangements for commissioning the new building and a well-planned handover procedure to the new user.

2.2 Liaison Between Parties

A person with a duty or function under the CDM Regulations 2015 must cooperate with any other person working on or in relation to a project, at the same or an adjoining construction site to the extent necessary to enable any person with a duty or function to fulfil that duty or function.

This means working with each other to ensure health and safety for all concerned. This should involve communicating with others and understanding what they are doing and in what sequence.

The PC must liaise with the PD for the duration of the project. This includes liaison throughout the construction phase on matters such as changes to the designs and the implications these changes may have for managing the health and safety risks.

2.3 Construction Phase Plan

During the pre-construction phase, and before setting up a construction site, the PC must draw up a Construction Phase Plan or make arrangements for a Construction Phase Plan to be drawn up.

The Construction Phase Plan must set out the health and safety arrangements and site rules taking account, where necessary, of the industrial activities taking place on the construction site and where applicable, must include specific measures concerning work which falls within one or more categories set out in Schedule 3 of 'Managing Health and Safety in Construction'.

The Construction Phase Plan is the basis for communicating health and safety arrangements to all those involved in the construction phase, so it should be easy to understand and as simple as possible.

Throughout the project the PC must ensure that the Construction Phase Plan is appropriately reviewed, updated, and revised from time to time so that it continues to be sufficient to ensure that construction work is carried out, so far as is reasonably practicable, without risks to health and safety.

For projects involving more than one contractor, the PC must ensure the plan is drawn up during the pre-construction phase and before the construction site is set-up. It must take account the information the PD holds, such as the Pre-Construction Information and any information obtained from designers.

2.4 Security of the Site

The working area is within an enclosed site incorporating hardstanding forming the Yard.

Whilst these works are being undertaken during normal working hours, the site is in 24-hour use and a site traffic management plan will be required, identifying proposals for ensuring that emergency and other vehicles can access all areas at all times. It is anticipated that deliveries of materials and plant will be undertaken outside of normal working hours or to the side/rear of the site away from the main underground car park entrance.

The PC will be responsible for his own security to the working area. Particularly, the PC will ensure that residents and visitors do not inadvertently enter any of the working areas, suitable hoardings, temporary screens/barriers, warning notices shall be employed to guard against this occurrence.

Skips may be located within an agreed compound area in a position to be agreed on site, subject to the following arrangements:

- Coordination/confirmation with local building management.
- Application of plywood protection to existing paved surfaces.
- Area of skip/compound shall be secured at all times using temporary mesh and block fencing (Heras or equivalent and approved)

It will therefore be the responsibility of the Contractor to manage and supervise each sub-contractor if appropriate and to ensure that the areas being worked on are left secure at all times.

2.5 Welfare

The PC shall ensure that welfare facilities are provided from commencement of the works on site in accordance with Schedule 2 of 'Managing Health and Safety in Construction'.

The following facilities will be available for use by the Contractor:

WC's

Washing facilities

Drinking water

Changing rooms and lockers

Facilities for rest

Where struck through, the Contractor shall make suitable provision.

2.6 Site Transport / Vehicle Movement Restrictions

Generally the PC, shall observe all site wide speed limits and access and Vehicular entry directions and restrictions.

The PC shall be aware of the widespread pedestrian activity throughout the site and coordinate all vehicular movements in a controlled manner.

Normal deliveries and removal of waste may be carried out in normal working hours unless otherwise specified in the tender documentation. The contractor must take full account of the fact that the residential site can be busy, that access is through busy areas and ensure that great care is taken when organising and carrying out deliveries / vehicle movements.

2.7 Client Permit to Work Systems

There are no client permit to work systems in place.

2.8 Fire Precautions

Refer to Regulation 29 (Prevention of risk from fire, flooding, and asphyxiation) and Regulation 32 (Fire detection and firefighting) in 'Managing health and safety in construction'.

2.9 Emergency Procedures and Means of Escape

The Contractor shall establish in writing a set of emergency procedures to operate in the event of an incident affecting the health and safety of workers and others. The emergency procedures shall be detailed in the Construction Phase Plan.

The Contractor's procedure shall be in co-ordination with all such emergency procedures set in place by the Trust. The Contractor shall familiarise himself with such procedures upon visiting the site.

The Contractor is to be aware that there are a single means of escape from each building at ground level. These shall not be blocked nor obstructed at any time and clear routes shall be maintained by the Contractor at all times. Clear access will be required around the building at all times for the uses as stated above.

2.10 Restricted Areas

The following areas shall be regarded as restricted. No access should be made into these areas without the express authority of the client. The areas may include those containing specific hazards or are regarded as confined spaces:

- Any public areas not requiring Contractor access.

The contractor shall restrict himself to the work areas and agreed access routes and compound areas only.

2.11 Smoking and Parking Restrictions

Smoking is not permitted at any time on any part of the site.

Parking will be available on site within the hardstanding area outside the fenced Yard and is to be confirmed with the client at the Pre-Start Meeting. Note: Parking availability is not guaranteed, and the PC is responsible for making his own arrangements, however parking may be available on nearby roads and streets which will be subject to the Local Authority charges.

3.0 ENVIRONMENTAL RESTRICTIONS AND EXISTING ON-SITE RISKS

The Principal Designer has not been made aware of any existing specific on-site risks or environmental restrictions pertaining to this specific project, with the exception of those detailed below:

- Risk of live services encountered during stripping out works
- Risks associated with working at height.

There are general site risks and restrictions associated with working on an occupied residential site and the Contractor must make himself fully aware of the restrictions prior to submission of tender.

The Contractor must liaise with the Client's site representative/Employers Agent to ensure that he may develop a safe method of working and allow for the costs involved in this. The Contractor is reminded that the site will be open to Parish Council contractors/operatives who are responsible for maintaining grounds and buildings within the Parish. Access for vehicles to/from the existing workshop and adjacent garages must be maintained at all times.

The Contractor must visit site to assess any hazards that may arise from working on the site.

1.1 Safety Hazards

Existing Access Routes – the works will be carried out externally on each building as part of the site as detailed elsewhere in this report. The PC shall acknowledge and take all measures necessary to protect residents and visitors from inadvertently entering the Contractors working area by the use of temporary hoarding/barriers and warning notices. The PC shall coordinate deliveries/collections of large plant/components where required at agreed times, in conjunction with the Contract Administration and Project Management team.

Existing Emergency Escape Routes – PC shall maintain all escape routes throughout the duration of the works, including those through the working area. No tools or materials to be left unattended at any time.

Existing Live Services – the PC shall acknowledge and identify existing live services in relation to the programmed works any interconnection of new services with existing shall be in coordination with the Employers Agent and Project Management team and necessary permits to work shall be in place prior to commencement.

Adjacent Uses – the site is within a densely populated residential area.

In addition, it is emphasised that the contractor must minimise all noise and vibration as this may affect adjacent buildings. In the event that the contractor considers some vibration unavoidable he should advise the Employers Agent and liaise with site staff as required to ensure that the works are programmed not to disrupt residents or their visitors.

Working at high level – Adhere to safe working methods when undertaking work of this nature, including safe access, restraint, and method statements prior to commencing work. The project may involve some demolition and stripping out along with renewal of lead flashings, roof coverings etc. - Method statements and risk assessments will be required.

Information regarding existing structures Note: The contractor must not carry out any work until he has made his own survey of the existing structures and established that it is safe to proceed with the proposed works.

3.2 Health Hazards

1. Asbestos

Asbestos is not known to be present on the site. The Contractor shall acknowledge this in the Construction Phase Plan.

2. Existing Storage of Hazardous Materials

No hazardous materials are known to be stored in the area of the works.

3. Contaminated Land

Contaminated Land checks were undertaken during the planning permission process with the Local Authority confirming no concerns. Should the contractor become aware of any other suspect areas then works should cease and the matter be brought to the attention of the PD and Client. There are no known areas of contaminated land.

4. Existing Structures

Please refer to section 1.6 regarding health and safety information relating to the existing structures.

5. Health Risks Arising from Clients Activities

No specific risks have been identified other than those noted above.

4.0 SIGNIFICANT DESIGN & CONSTRUCTION HAZARDS

4.1 Significant Design Assumptions and Suggested Work Methods, Sequences of Other Control Measures

4.1.1 Significant Risks Identified During Design

The contractor must provide a programme with method statements detailing how the works will be managed, phased including how work areas will be separated from occupied areas and how occupied areas will be protected. The contractor should identify key dates, for example critical delivery dates and consider whether weekend working is desirable for certain, specific activities. The contractor should advise all parties of any weekend working allowed for within his tender. The contractor should also identify the method of protecting all services and persons on or around the site. Any queries must be forwarded to the design team prior to tender submission.

The Contract will involve significant working at height and preparation, possibly some stripping out works. Method statements and risk assessments will be required from the Contractor.

Should he require additional information from the Client he should advise the Client immediately and prior to commencement of any works at the latest.

It is emphasised that the residential site is to remain operational throughout the contract. No dirt, dust, debris, or vibration of any kind is to be permitted into any operational area. The contractor must allow for undertaking whatever protection measures are necessary to ensure the safety, security, and cleanliness of all parts of the buildings which may be affected by the works.

The contractor should note that he is to allow for undertaking full design responsibilities with regard to temporary protection measures, including hoarding and scaffolding and must agree these with the client prior to commencement of the works.

The contractor should note that the site, its proximity to other residential properties, particularly with regard to access and egress for the site. It is emphasised that the contractor must identify all appropriate means of protecting all persons around the site at all times and detail his proposals within his tender documentation.

The work will involve working from height and the contractor must design and manage the erection and safe maintenance of appropriate temporary works, e.g. scaffolding and crash desks and edge protection to enable the safe completion of the works.

4.1.2 Materials Requiring Particular Precautions

- Risk of possible live services encountered during stripping out works
- Risks associated with working at height

5.0 THE HEALTH AND SAFETY FILE

The PD must prepare the Health and Safety File. They should liaise closely with the Client to agree content of the file as soon as practicable after appointment.

The PD must cooperate with the rest of the project team and should expect their cooperation in return. In cooperation with other members of the project team, the PD must ensure that the file is appropriately updated, reviewed and revised to ensure it takes account of changes that occur as the project progresses.

The PC must provide the PD with any relevant information that needs to be included in the Health and Safety File.

Information on the following should be considered for inclusion:

- a) A brief description of the work carried out.
- b) Any hazards that have not been eliminated through design and construction processes, and how they have been addressed (e.g. surveys or other information containing asbestos or contaminated land);
- c) Key structural principles (e.g. bracing, sources of substantial stored energy – including pre- or post-tensioned members (and safe working loads for floors and roofs.
- d) Hazardous materials used (e.g. lead paint and special coatings).
- e) Information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment).
- f) Health and safety information about equipment provided for cleaning or maintaining the structure.
- g) The nature, location, and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc.
- h) Information and as-built drawings of the structure.

APPENDIX C – ASBESTOS SURVEY

- DEMOLITION SURVEY SUPPLEMENTARY REPORT

Demolition Survey

Supplementary Report

On Behalf Of

Hythe & Dibden Parish Council

Date of Survey: 07/01/2022 and re-visit on 20/01/2022

Survey Reference Number: G-10663



The Workshop
Frost Lane
Navy Fields
Hythe
SO45 6DB

6 Testwood Lane, Totton, Southampton, SO40 3AQ
Tel: 02380 427750 Fax: 02380 668755

Version: 2

Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
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Section 1: Contact Information

CLIENT

Hythe & Dibden Parish Council
The Grove, 25 St John's Street, Hythe,
Southampton, SO45 6BZ

CONTACT

Marcus Kendall
Tel: 02380 841411
Email: marcus.kendall@hytheanddibden.gov.uk

SITE ADDRESS

The Workshop
Frost Lane
Navy Fields
Hythe
SO45 6DB

CONTACT

Marcus Kendall
Tel:

INSTRUCTION PARTY

Hythe & Dibden Parish Council
The Grove, 25 St John's Street, Hythe,
Southampton, SO45 6BZ

CONTACT

Marcus Kendall
Tel: 02380 841411
Email:

ASBESTOS CONSULTANT

ASI Environmental Ltd
6 Testwood Lane
Totton
Southampton
SO40 3AQ

Tel: 02380 427750
Freephone: 0800 161 33 84

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Section 2: Introduction

2.1 Executive Summary

A.S.I. Environmental Ltd received a request from Hythe & Dibden Parish Council to undertake an asbestos survey at the premises known as:

The Workshop

Frost Lane

Navy Fields

Hythe

on behalf of Hythe & Dibden Parish Council.

Supplementary Report Explanations:

What is different: To access previously non accessed areas

Why is it different: All areas in scope not shown in previous report

The areas of the premises inspected during this Demolition Survey are as indicated by the site diagrams (Appendix I). The survey generally progresses through a building subdivided into areas (usually rooms) and findings are referenced by floor level and area. The outsides of the structure are listed separately under 'Externals'.

Areas not accessed during the survey are summarised as follows. These should be presumed to contain asbestos:

All areas within scope of survey were accessed

Asbestos Containing Materials (ACMs) identified during the survey have been assessed for their condition at the time of inspection. This information has been used to categorise each one according to its potential to release fibres, if disturbed. This ranges over: high, medium, low and very low risks. Any which have been rated as these are listed below.

No Asbestos Containing Material or material strongly presumed to contain asbestos was located during the survey.

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2.2 General Site Information

The premises surveyed comprise the following:

Property Type: Commercial

Approx Building Age: 1990s

This Demolition Survey aims to locate, as far as is reasonably practicable, the presence and extent of any suspect asbestos containing materials (ACMs) in the area where major demolition work will take place. The resulting information should be used to implement an asbestos management plan in accordance with HSE guidance.

Surveying methods used are ASI in-house procedures - SOP01, TP02 and TP03 are based on HSE guidance document HSG 264. Variations and deviations from these methods, if any, are detailed below.

Areas included in the survey:

Asbestos Demolition Survey to all areas of the porta-cabin.

The areas included in the survey are as indicated by the site diagrams (Appendix I).

Areas excluded from the scope of this survey:

The following areas are not covered by this survey. These, if any, are in addition to any individual 'no access' areas which may have been recorded in areas within the scope of the survey.

None.

The surveyors attending site were:

Adam Curtis

The survey was completed on the 07/01/2022 and re-visit on 20/01/2022.

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Section 3: Survey Results Summary

3.1 Guidance

Non-Accessible

Non-accessible areas are recorded where an area is inaccessible to the surveyors. Non-accessed areas should be regarded as containing asbestos until they can be assessed by a competent person.

Presumed / Strongly Presumed

In the absence of any other information or if the surveyor cannot gain full access to a suspicious area or material, it must be PRESUMED that asbestos is present and the asbestos type present is AMPHIBOLE.

If the surveyor observes that a material is identical in composition to a previously identified ACM, then it may be STRONGLY PRESUMED. A strong presumption of asbestos content may also be made when a product type is identified which is known for example by age, brand and composition or may have visible asbestos fibres.

Pooled Samples

Some heterogeneous materials which have inconsistent asbestos content may be identified using a 'pooled' sample taken to combine a number of separate areas which are analysed together to give a single overall analysis of asbestos content.

Referred Samples

When similar materials or products are encountered in separate locations, the item may be sampled once and subsequent occurrences referred back to this initial sample for their method of identification. The referred samples will therefore take on the same analysis result as the original by recording a strong presumption of the asbestos fibre content.

Accessibility

Items recorded during the survey will be assessed by the surveyor for their level of accessibility to any occupants of that room or area. This is done by allocating one of the three categories; easy, medium or difficult.

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3.2 Survey Results – Asbestos Summary

ASI Job Ref: G-10663

Site: The Workshop, Frost Lane, Navy Fields, Hythe

Inspection Date: 07/01/2022 and re-visit on 20/01/2022

No Asbestos Containing Material or material strongly presumed to contain asbestos was located during the survey.

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3.3 Survey Results – Non-Asbestos Summary

ASI Job Ref: G-10663

Site: The Workshop, Frost Lane, Navy Fields, Hythe

Inspection Date: 07/01/2022 and re-visit on 20/01/2022

Loc. No.	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
001	The Workshop	Ground Floor	Changing Room 2	Floor Covering - Vinyl Floor Sheeting	Sample 01	No Asbestos Detected		11 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Window frames: Timber Floor: Timber Other: Includes shower area
002	The Workshop	Ground Floor	Changing Room 2 W.C.	Floor Covering - Vinyl Floor Sheeting	Refer to Sample 01	No Asbestos Detected		1 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Toilet Seat: Plastic Floor: Timber
003	The Workshop	Ground Floor	Kitchen	Floor Covering - Vinyl Floor Sheeting	Refer to Sample 01	No Asbestos Detected		3 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Window frames: Timber Floor: Timber Other: Includes shower area

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Loc. No.	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
004	The Workshop	Ground Floor	Electric Cupboard	Floor Covering - Vinyl Floor Sheeting	Refer to Sample 01	No Asbestos Detected		3 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Cisterns: Plastic Floor: Timber Other: Includes shower area
005	The Workshop	Ground Floor	Referee Shower	No suspect materials found	N/A	N/A			Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Floor Covering: Modern Floor: Timber
006	The Workshop	Ground Floor	External	Finish to Walls - Textured Coating	Sample 02	No Asbestos Detected		96 m ²	Finish to Walls: Textured Coating Roof Felt: Modern Walls: Metal Insulation in Wall, Floor and Ceiling Voids: Polystyrene Doors: Metal Fascia: Metal
007	The Workshop	Ground Floor	Changing Room 1	Floor Covering - Vinyl Floor Sheeting	Sample 03	No Asbestos Detected		11 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Window frames: Timber Floor: Timber Other: Includes shower area

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Loc. No.	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
008	The Workshop	Ground Floor	Changing Room 1 W.C.	Floor Covering - Vinyl Floor Sheeting	Refer to Sample 03	No Asbestos Detected		1 m ²	Floor Covering: Vinyl Floor Sheeting Ceiling: Metal Walls: Metal Insulation within Wall, Ceiling and Floor Voids: Polystyrene Toilet Seat: Plastic Floor: Timber

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Section 4: Asbestos Register

Survey Details

Location Number 001
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 07/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	Changing Room 2
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	S01
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	11 m ²
Sample Method	Corner Piece

Material Algorithm

Product Type	-	-
Treatment	-	-
Damage Extent	-	-
Asbestos Type	No Asbestos Detected	-
Material Factor Rating	-	-

Material Categories

Material Factor	Potential for Fibre Release
>= 10	High
7 – 9	Medium
5 – 6	Low
2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number 002
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 07/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	Changing Room 2 W.C.
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	Refer to 01
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	1 m ²
Sample Method	N/A



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	-	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	No Asbestos Detected	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number 003
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 07/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	Kitchen
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	Refer to 01
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	3 m ²
Sample Method	N/A



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	-	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	No Asbestos Detected	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number 004
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 07/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	Electric Cupboard
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	Refer to 01
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	3 m ²
Sample Method	N/A



Material Algorithm

Product Type	-	-
Treatment	-	-
Damage Extent	-	-
Asbestos Type	No Asbestos Detected	-
Material Factor Rating	-	-

Material Categories

Material Factor	Potential for Fibre Release
>= 10	High
7 – 9	Medium
5 – 6	Low
2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number 006
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 07/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	External
Floor / Level	Ground Floor
Product Type	Textured Coating
Sample Reference	S02
Item Description	Finish to Walls: Textured Coating
Estimated Extent	96 m ²
Sample Method	Scrape



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	-	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	No Asbestos Detected	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number	007
Lead Surveyor	Adam Curtis
Inspection Type	Demolition
Inspection Date	20/01/2022
Next Inspection Date	07/01/2023

Item Details

Area Title	Changing Room 1
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	S03
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	11 m ²
Sample Method	Corner Piece



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	-	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	No Asbestos Detected	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-10663

Survey Details

Location Number 008
Lead Surveyor Adam Curtis
Inspection Type Demolition
Inspection Date 20/01/2022
Next Inspection Date 07/01/2023

Item Details

Area Title	Changing Room 1 W.C.
Floor / Level	Ground Floor
Product Type	Vinyl Floor Sheeting
Sample Reference	Refer to 03
Item Description	Floor Covering: Vinyl Floor Sheeting
Estimated Extent	1 m ²
Sample Method	N/A



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	-	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	No Asbestos Detected	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	-

Advised Actions

No action required

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Section 5: Asbestos Removal Prior to Demolition

Asbestos materials must be removed in advance if they are located where they will be disturbed by the proposed works. The asbestos register in this report aims to locate and identify asbestos materials within the scope of works and provide estimates of their extent. As this report is not an asbestos removal specification, all information should be reviewed before planning removal works.

The guidance below outlines the implications of a material's status under the asbestos licensing regulations. This is primarily dependent on product type and the purpose for which the material was originally put in place.

Work on the following materials usually fall under the asbestos licensing regulations:

Asbestos insulations, coatings and boards.

5.1 Asbestos Containing Materials - Licensed

Removal requires the service of an asbestos removals contractor licensed by the HSE. Working with these materials requires that the HSE is sent a notification form and method statement for the job at least two weeks in advance. This excludes work with textured coating which is now exempted from licensing regulation. There are other possibilities for having exemption from HSE notification, one example of this is that of quickly or easily removed items.

5.2 Asbestos Containing Materials - Non-Licensed

Asbestos containing materials that are non-notifiable may be worked on by appropriately trained personnel without the need for a licensed contractor. However, all waste must be transported in compliance with the Hazardous Waste Regulations and disposed of at an authorised asbestos disposal site.

5.3 HSE Guidance

Guidance on asbestos management is available from the HSE website www.hse.gov.uk/pubns. HSE books are available as free downloads (PDF)

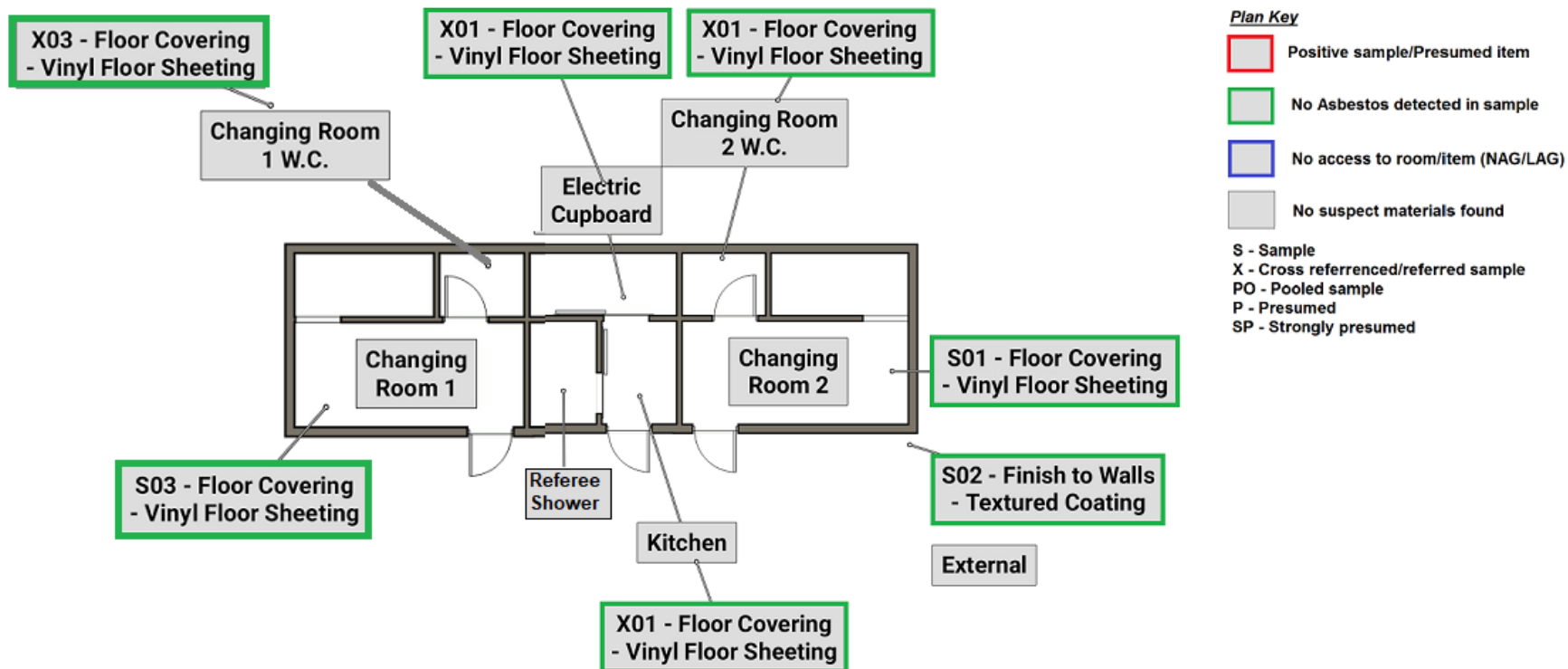
Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
Issue No. 05		Issued By: Quality Manager

Appendix I - Floor Plans

Survey Reference No G-10663

Site: The Workshop, Frost Lane, Navy Fields, Hythe

Inspection Date: 07/01/2022 and re-visit on 20/01/2022



07/01/2022

Page 19 of 24

G-10663

Version: 2

Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
Issue No. 05		Issued By: Quality Manager

Appendix II – Bulk Sample Certificate

ASBESTOS FIBRE IDENTIFICATION CERTIFICATE

Job Reference No.:	G-10663	Report Date:	25/01/2022
Client:	Hythe & Dibden Parish Council	Source:	ASI Environmental
Client Address:	The Grove 25 St John's Street Hythe Southampton SO45 6BZ	No. of Samples Received:	3
		Date Received:	20/01/2022
		Date Analysed:	11/01/2022, 24/01/2022
		Client Job Number:	
FAO:	Marcus Kendall		
Site Address:	The Workshop Frost Lane Navy Fields Hythe SO45 6DB		

Method of Analysis

Sample identification was carried out using Polarised Light Microscopy coupled with McCrone Dispersion staining techniques in accordance with the documented in-house method TP01 based on HSE guidance notes HSG248. (*Asbestos: The Analysts Guide for Sampling Analysis and Clearance Procedures*).

Sample No.	Location	Item	Product Type*	Asbestos Type Detected	Sample Notes
01	Changing Room 2	Floor Covering	Vinyl Floor Sheeting	No Asbestos Detected	Negative insulating board attached. Non-asbestos adhesive attached
02	External	Finish to Walls	Textured Coating	No Asbestos Detected	
03	Changing Room 1	Floor Covering	Vinyl Floor Sheeting	No Asbestos Detected	Non-asbestos adhesive attached

Analysed by:	Hayley Wilczewski	Laboratory Technician
	Laura Allen	Laboratory Manager
Authorised by:	Hayley Wilczewski	Laboratory Technician



Samples taken as part of an ASI Survey or as a Bulk Sampling exercise are done so using ASI Environmental Ltd in-house procedures TP02 and TP03 – results only relate to samples tested. Procedures are based on HSE guidance document HSG 264 and are audited and accredited by UKAS.

Notes

1. Sample(s) collected are analysed for the presence of six types of asbestos fibres – Crocidolite-blue, Amosite-brown, Chrysotile-white, Anthophyllite, Actinolite and Tremolite.
2. Product Type* - are opinions and interpretations expressed herein and are outside the scope of our UKAS accreditation.

Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
Issue No. 05		Issued By: Quality Manager

Appendix III

Key to Material Assessment Algorithms

This key outlines the scoring method used to compute the Material Risks reported in the Asbestos Summary and Register sections.

Material assessments are conducted in line with the procedures outlined in HSG 264.

This key details all parameters of the Material Assessment Algorithm. Each parameter is assigned a weighting according to the physical property of the material observed at the time of the inspection or resulting from sample analysis.

The sum of the weightings provides the Material Factor Rating.

Product Types

Weighting = 1

Asbestos Cement
Textured Coating
Reinforced Composite
Well Bound Material

Weighting = 2

Asbestos Insulation Board
Asbestos Textiles/Paper

Weighting = 3

Asbestos Insulation/Coating

Existing Surface Treatment

Weighting Scores

Reinforced Plastics/Resins/Vinyl tiles
Asbestos cement / Textured coating
Asbestos Insulation Board (sealed)
Asbestos Textiles / Paper
Asbestos Insulation Board (unsealed)
Asbestos Insulation / coating (sealed)
Asbestos Insulation / coating (unsealed)

0
1
1
2
2
2
3

Extent of Damage to Product

Weighting Scores

N/A
None
Low
Medium
High

0
0
1
2
3

Asbestos Fibre Type

Weighting Scores

N/A
No Asbestos Detected
Chrysotile
Actinolite
Amosite
Amosite-Chrysotile
Anthophyllite
Tremolite
Crocidolite
Crocidolite-Amosite
Crocidolite-Chrysotile
Presumed

0
0
1
2
2
2
2
2
3
3
3
3

Appendix IV

Terms and Conditions

The Demolition Survey aims to locate, as far as is reasonably practicable, the presence and extent of any suspect asbestos containing materials (ACMs) in the area where major demolition work is planned.

This process will require destructive work using hand tools in order to gain access to and inspect areas which will be disturbed by the forthcoming work. All areas within the scope of the survey which require inspection must be made accessible. If this is not possible, these areas will be detailed on the report to allow inspection of the area as demolition progresses. Without extensive demolition work, ASI cannot be held responsible for any omissions to the final report.

The surveyors are responsible for ensuring adequate treatment to seal sample points and ensure fibre release is prevented where possible. Repair and making good of fixtures and fittings affected by the survey work are the responsibility of the client unless agreed with ASI in advance of the survey.

The client is responsible for defining the scope of survey especially when parts of the building are to be excluded. This must be agreed with ASI and fully documented. Generally, there should be no restrictions on access. Exceptions will include excessive health and safety risk (e.g. fire damage) or physical impracticability.

In compliance with the General Data Protection Regulation (GDPR), ASI will transmit survey results securely via e-mail, fax or post.

This report must be read in its entirety. The reproduction of any part or parts of this document or excerpts thereof render this document invalid. This document remains valid only if all pages are included.

The survey is carried out and reported by ASI. The report may not be reproduced or have variations, alterations, changes, adjustments or modifications, in any form, in whole or part without written permission by ASI. Any plans provided, will be provided in colour and may not be reproduced in black and white. ASI will accept no responsibility for the validity of unauthorised reports or reproduced black and white plans.

ASI Environmental Ltd cannot accept any responsibility to any parties whatsoever, following the issue of the report for any matters arising which may be considered outside the scope of instructions received.

Where the ASI Environmental Ltd site health and safety risk assessment has indicated that it is not possible to enter an area safely, further measures must be introduced by the client to reduce risks to an acceptable level before the surveyors can inspect those areas.

Lead Surveyor: Adam Curtis

Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
Issue No. 05		Issued By: Quality Manager

Survey Reference No G-10663

Signature:

Date: 07/01/2022 and re-visit on 20/01/2022



Asbestos Survey Reviewed by: Justin Renn

Signature:

Date: 13/01/2022



Demolition Survey Report	ASI-Demo	Template Issue Date: 16/03/2021
Issue No. 05		Issued By: Quality Manager

APPENDIX D – PLANNING PERMISSION DOCUMENTATION REPORTS

- **DECISION NOTICE**
- **GRANTED SITE LOCATION PLAN**
- **GRANTED PROPOSED PLANS**
- **GRANTED TOPOGRAPHIC SURVEY**
- **GRANTED TREE SURVEY & ARBORICULTURISTS IMPACT ASSESSMENT**
- **TREE PROTECTION PLAN**

NEW FOREST DISTRICT COUNCIL
TOWN AND COUNTRY PLANNING ACT 1990
Town and Country Planning (Development Management Procedure) (England) Order 2015

Mr N Sanders
Sanders Design Services Ltd
95 Cedar Road
Hythe
Southampton
SO45 3PX

Application Number: **22/10478**

Applicant: Hythe & Dibden Parish Council

Date of Application: 19 April 2022

THE NEW FOREST DISTRICT COUNCIL as the Local Planning Authority **GRANTS PLANNING PERMISSION** for the following development:

Development: **Tractor Shed**

Site Address: **Council Yard, Frost Lane, Hythe**

Subject to the following Conditions:

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
2. The development permitted shall be carried out in accordance with the following approved plans:

SITE LOCATION hpc sht2 Rev.x
PROPOSED PLANS hpc sht1 Rev.x
TOPO hpc sht3 Rev.x
TREE SURVEY, ARBORICULTURAL IMPACT ASSESSMENT & TREE PROTECTION PLAN Rev:0 (APRIL 2022)

Reason: To ensure satisfactory provision of the development.
3. The existing portacabin shown on the submitted plans (labelled 'existing cabin to be removed' - plan no.hpc sht 2) to the north of the main building on the site shall be permanently removed in its entirety from the application site within 3 months of the

completion of the development hereby approved.

Reason: The building is of a temporary nature and is not considered to be of an acceptable design as a permanent building; all in the interests of visual amenity and to accord with Planning Policy ENV4 of the Local Plan 2016-2036 Part One: Planning Strategy

4. The trees/hedges on the site which are shown to be retained on the approved plans shall be protected during all site clearance, demolition and building works in accordance with the measures set out in the submitted arboricultural statement (Ref: MJC-22-0113, dated 8th April 2022).

Reason: To safeguard trees and natural features which are important to the visual amenities of the area

Notes to applicant

1. Important notes, including the rights of appeal, are set out on a sheet attached to this notice and you are advised to read these carefully.
2. This decision does not purport or convey any approval or consent which may be required under the Building Regulations or any other Acts, including Byelaws, Orders or Regulations made under such Acts.
3. If this permission leads to the creation of any new properties or a change to your property's access onto a different street, you should contact the Council's Address Management Section by e-mailing address.management@nfdc.gov.uk regarding the addressing of the property/development.
4. The development subject to this notice falls within a highlighted proximity of a mains gas pipe which is considered a major hazard.

The applicant/agent/developer is strongly advised to contact the pipeline operator PRIOR to ANY works being undertaken pursuant to the permission granted/confirmed by this notice.

Address is:

Southern Gas Networks Plc

SGN Plant Location Team

Archibald Suite

Baird Avenue

Dryburgh Industrial Estate

Dundee

DD2 3TN

Tel: 0141 184093 OR 0845 0703497

Search online at:

www.linesearchbeforeyoudig.co.uk

SGN personnel will contact you accordingly.

5. In accordance with paragraph 38 of the National Planning Policy Framework and Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, New Forest District Council takes a positive and proactive approach, seeking solutions to any problems arising in the handling of development proposals so as to achieve, whenever possible, a positive outcome by giving clear advice to applicants.

In this case, as the application was acceptable as submitted no specific further actions were required.

Date: 15 June 2022

Claire Upton-Brown

Claire Upton-Brown
Executive Head of Planning, Regeneration and
Economy
Appletree Court
Beaulieu Road
Lyndhurst
Hampshire
SO43 7PA



PLANNING CONDITIONS - How to seek approval:

From **1st April 2009** New Forest District Council will charge a fee for any submissions seeking the discharge of conditions on a planning permission.

PLEASE NOTE Listed Building Consents and Conservation Area Consents do not form part of this process.

This procedure is in accordance with The Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008 introduced in April 2008.

- All such requests must be **made in writing**.
- Any request regarding the initial discharge of a planning condition should be made on the **National 1 APP form**.
- There is a specific form for this type of application that can be obtained electronically via the Planning Portal by downloading the appropriate 1APP form from our website www.newforest.gov.uk/planning or by collecting from our Main Receptions at Appletree Court, Lyndhurst or Lymington Town Hall.
- An **application by letter** for the initial discharge may be acceptable as long as this letter contains all details requested on the 1APP form identifies the site, the permission reference and the condition(s) concerned.
- **A fee is required** for initial discharge of a planning condition. Without a fee, the request cannot be determined.
- The fee is £116 per request relating to development sites, or £34 per request for householder development (for extension or alteration of a dwelling or development within the curtilage of a dwelling).
- Each application **may relate to any number of conditions**. For example, if you wish to submit details of materials required for one condition and the landscaping scheme required for a second at the same time, you can make one application and pay one fee.
- Negotiation on minor changes to the submitted details can, if considered appropriate by the case officer, be undertaken. Where the exchange of information is ongoing it is not necessary for a new request (and fee) to be submitted.
- If an application is refused or confirmation is not given, a re-submitted request will be required with the payment of a further fee. There is no "free go" in this context
- The Council will **aim to respond within 10 working days** and whenever possible the 21 day period suggested as best practice will be met.
- If further evidence or consultations are required a longer period for determination will be appropriate. In such cases, the Council will aim to respond as soon as possible but this period would rarely exceed 8 weeks.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice online at <https://www.gov.uk/planning-inspectorate> or if you are unable to access the on line appeal form please contact the Planning Inspectorate to obtain a paper copy of the appeal form on Tel: 0303 444 5000
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK.](#)

(2) Purchase Notices

- If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part 6 of the Town and Country Planning Act 1990.



Non Material Amendments to extant planning permissions

From 1st October 2009 a new procedure will be in place to make 'non-material' amendments to an approved planning application. The procedure applies to planning applications only (and not listed building or conservation area consents).

Anything but the most insignificant change would need to be dealt with by the submission of a new planning application.

For example we could **not** accept amendments if:

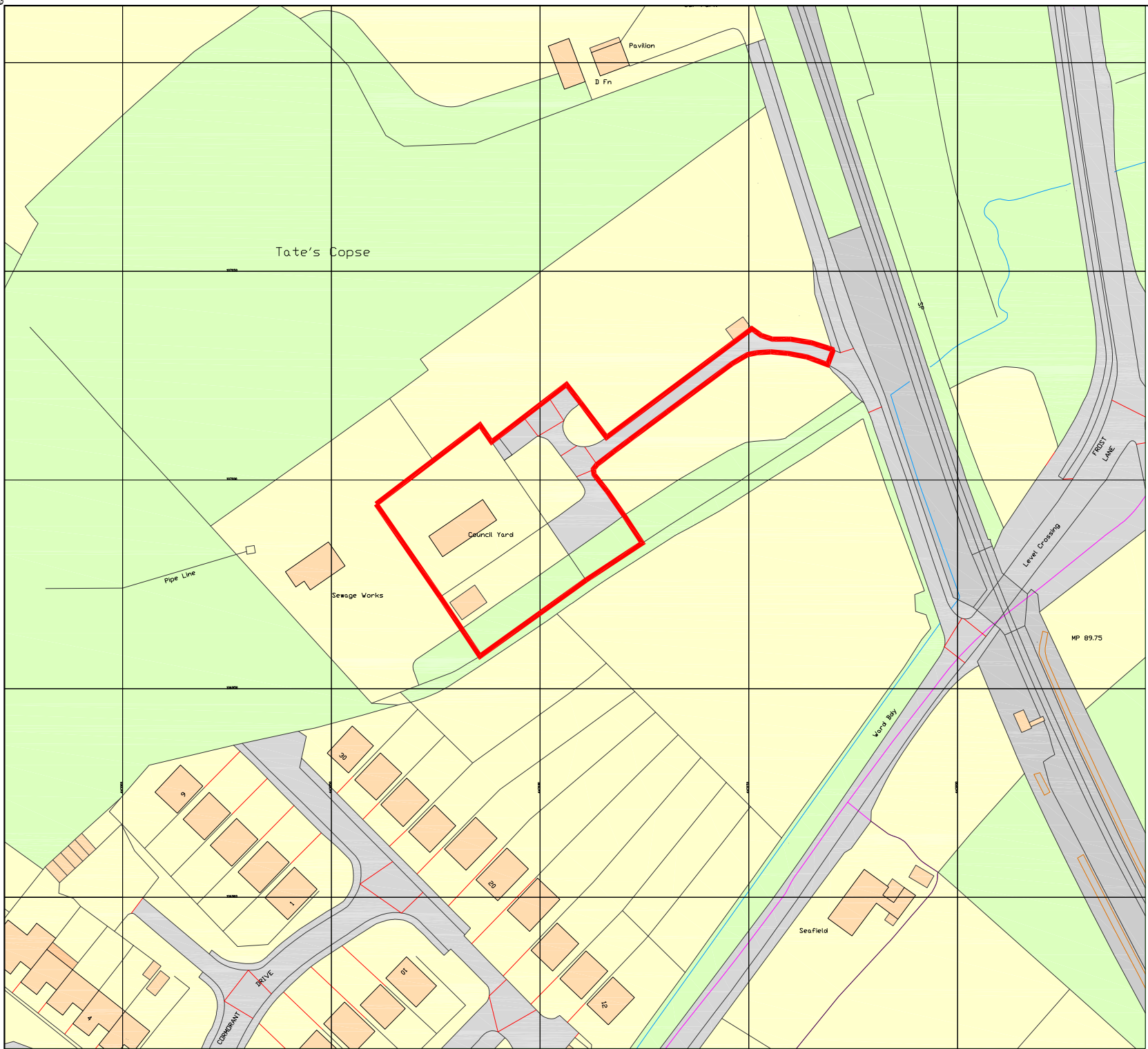
- The application site area differs from the original application
- The application description differs from the original application
- There were any relevant objections to the original proposal which would be compromised by the proposed minor amendment
- If an amendment increases the size of any part of the development
- If the amendment locates any part of the development closer to a neighbour
- If the amendment changes windows or doors in any elevation facing a neighbour which increases overlooking in any way
- The development moves more than 1 metre in any direction
- Would result in a greater visual intrusion, loss of light or feeling of enclosure to neighbours
- The proposal would result in changes to the external details that would materially alter the appearance of the building

A submission to seek a minor amendment must be made using the correct form (available via the Planning Portal from the 1 October 2009) along with relevant plans and particulars to explain the proposed development. Only one copy of the form and information is required and you will be notified as to the decision within 28 days. The fee required is £34 for a householder application and £234 for all other types of planning application.

If there is any doubt as to the nature or extent of the amendment the Council will ask for a new planning application to be submitted. The issue is that the amendment proposed is so minor in its nature that there is no material change which has no adverse affect on adjoining properties, visual quality or the character of the area. No informal opinions can now be given and any such requests will be returned.

Post decision amendments will not be the subject of publicity, including notification to neighbours. The website will be updated if amendments are accepted and copies of the relevant drawings will be displayed.

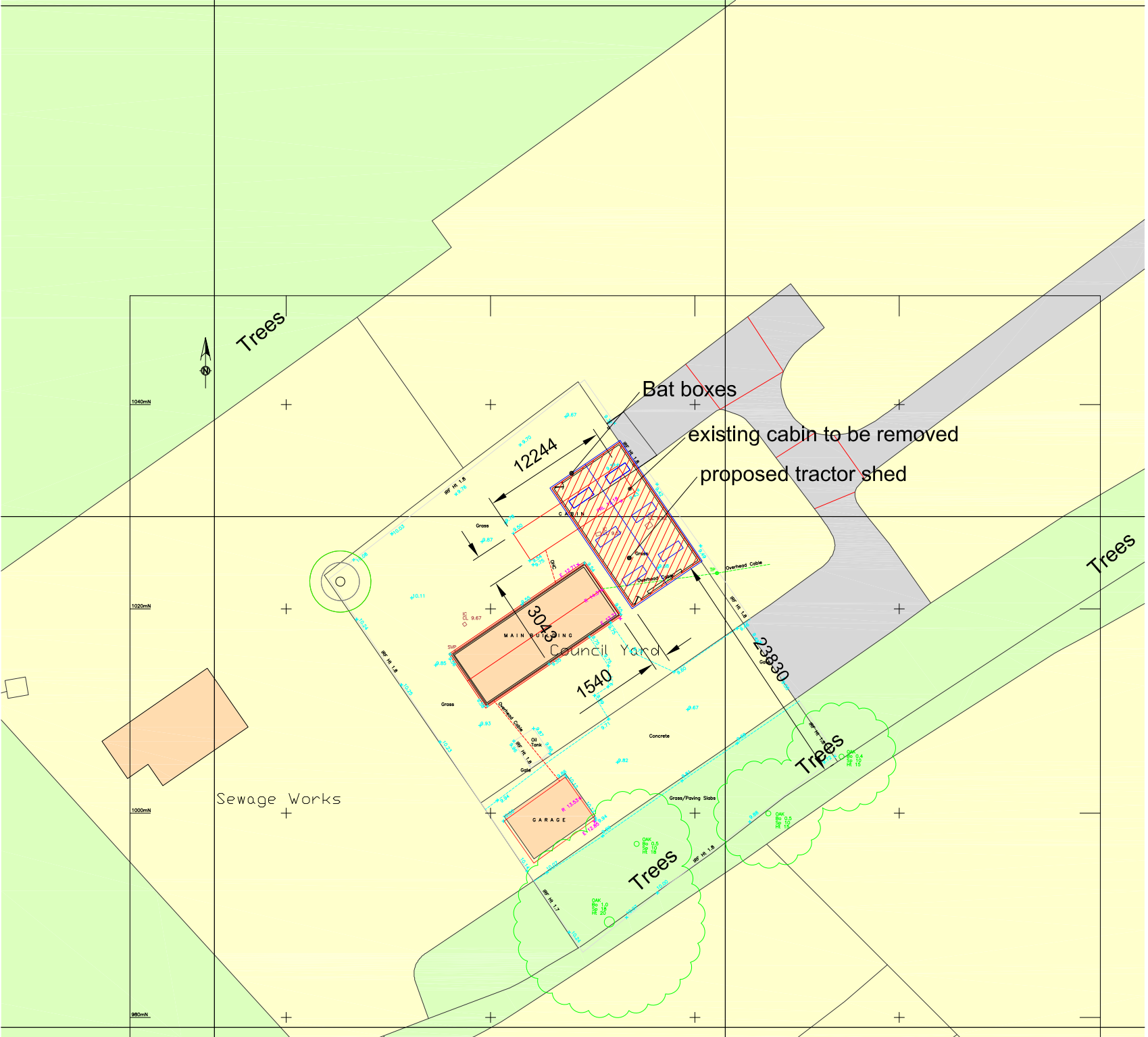
October 2009



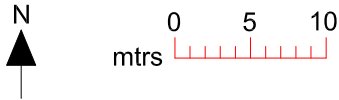
Ordnance Survey, (c) Crown Copyright 2011. All rights reserved. Licence number 100020449



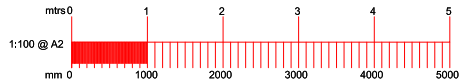
Site Location Plan
Scale 1:1250



Block Plan
Scale 1:500



Notes
All dimensions and details to be checked on site by builder prior to commencement of works.
This plan must not be acted upon until it has been approved by the Local Authority.
Client to conform to party wall act of 1996 if required.



B		
A		
	Date	Revisions

Drawing Title.

Maps

SITE ADDRESS Hythe & Dibden Parish Council Works Compound Frost Lane Hythe Southampton	CLIENT ADDRESS
---	----------------

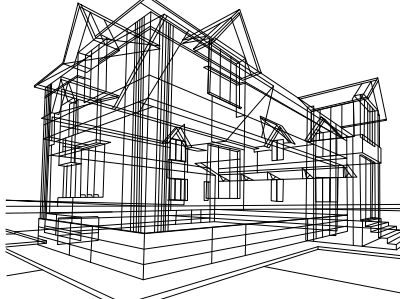
as noted	PAPER SIZE A2
Scale.	Drawn by. <i>R.N.S.</i>
Date.	April 2022

Sanders Design Services Ltd

95 Cedar Road
Hythe
Southampton
SO45 3PX

www.sandersdesignservices.co.uk
info@sandersdesignservices.co.uk

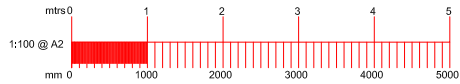
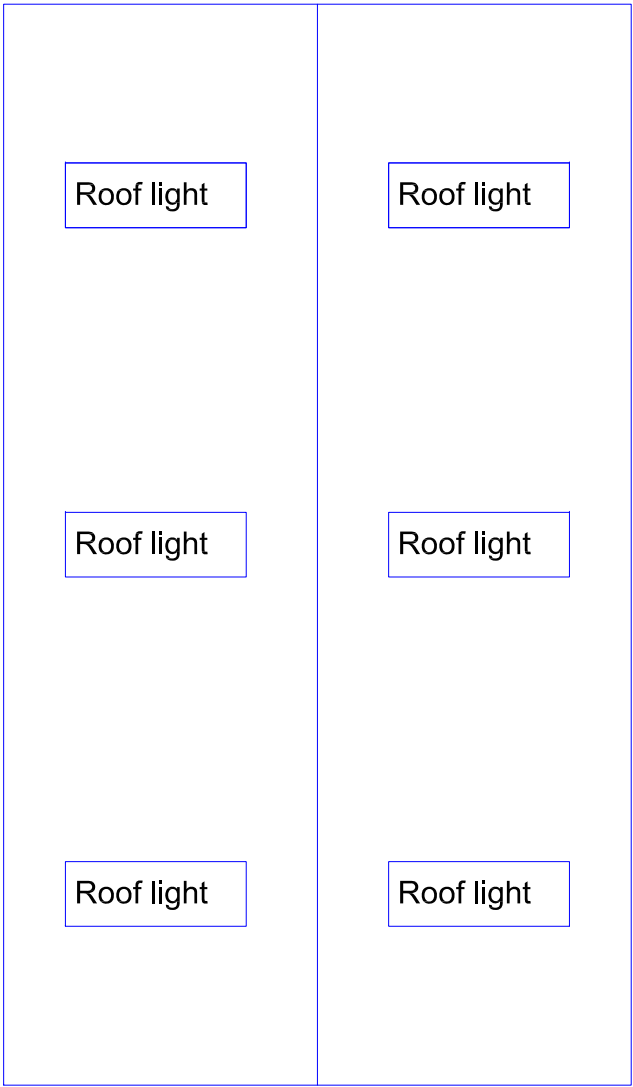
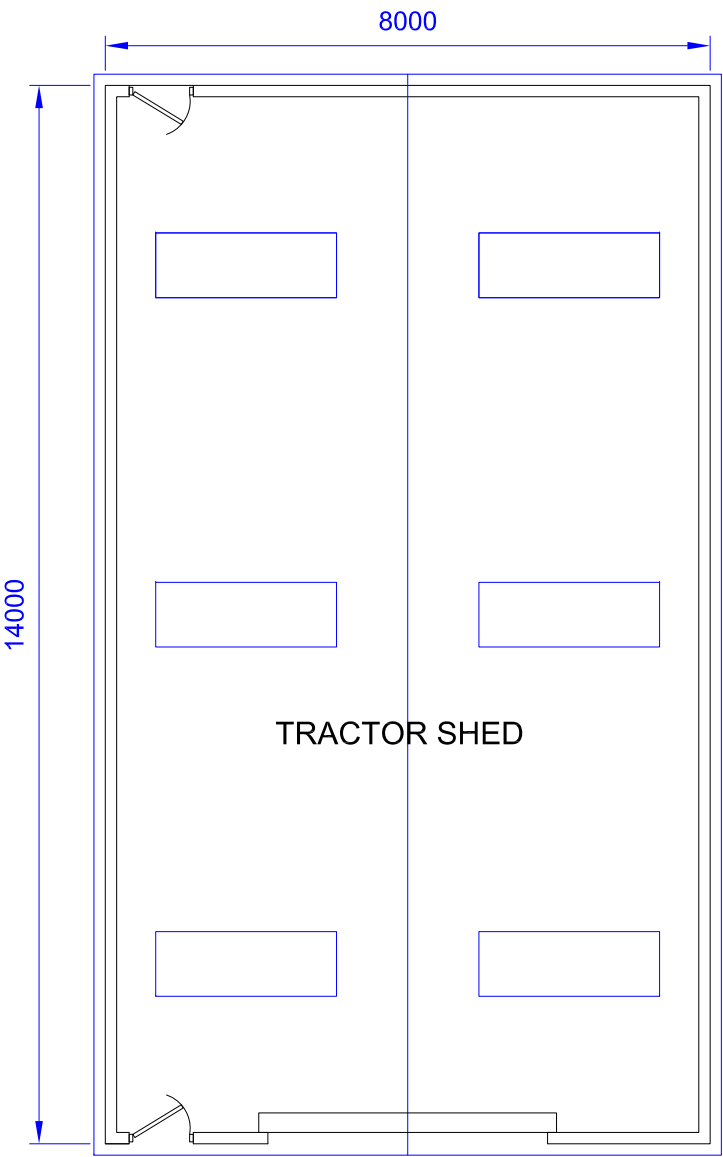
023 8020 7195



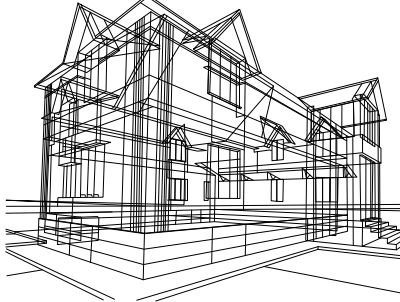
Drawing No	hpc sht 2	Revision	x
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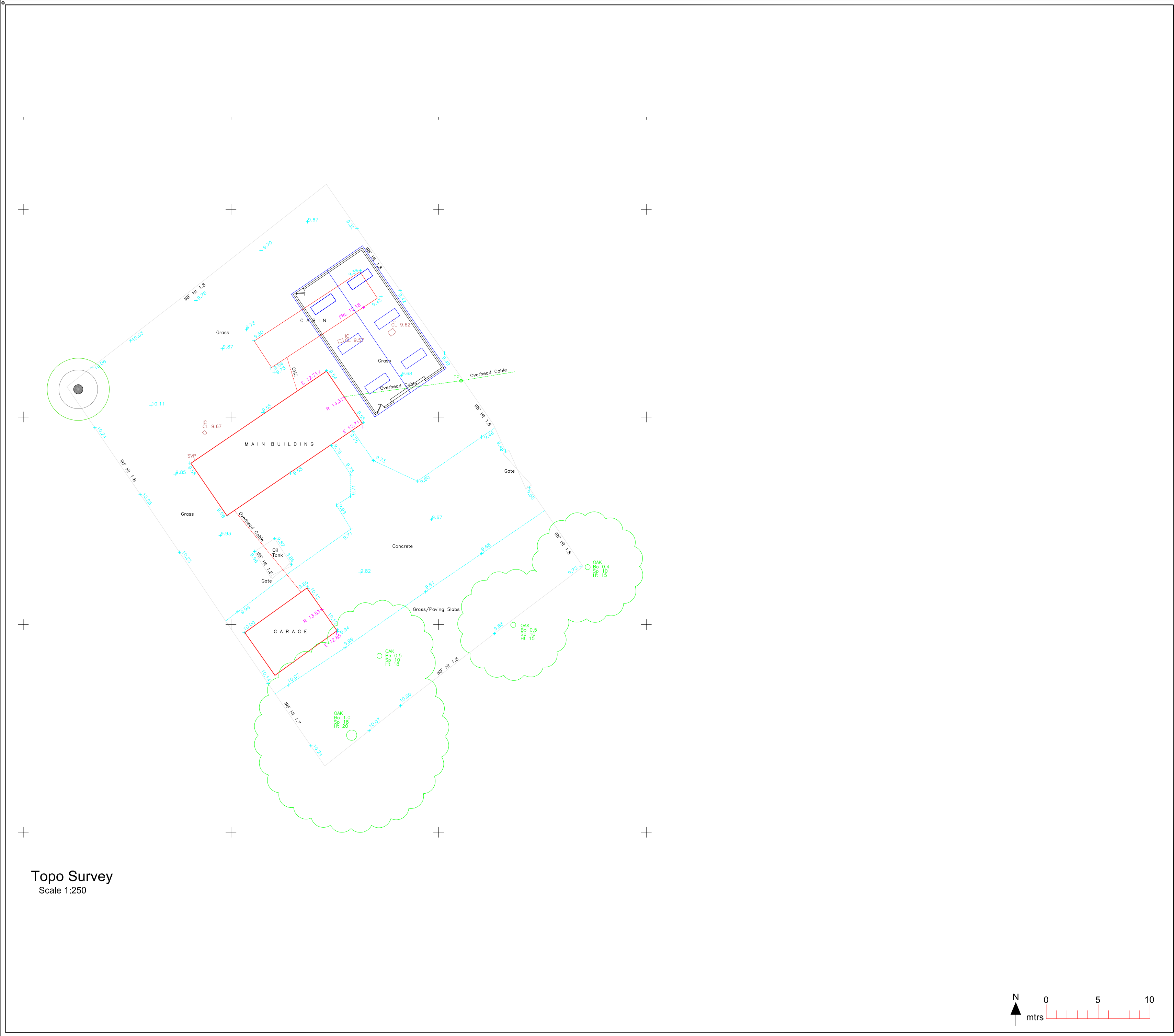
Green plastisol cladding to steel shed

Notes
All dimensions and details to be checked on site by builder prior to commencement of works.
This plan must not be acted upon Until it has been approved by the Local Authority.
Client to conform to party wall act of 1996 if required.

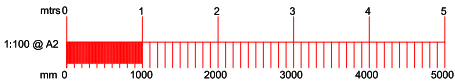


B		
A		
	Date	Revisions
Drawing Title.		
TRACTOR SHED		
SITE ADDRESS		CLIENT ADDRESS
Hythe & Dibden Parish Council Works Compound Frost Lane Hythe Southampton		
as noted		PAPER SIZE A2
Scale.		
April 2022	Drawn by.	R.N.S.
Date.		
Sanders Design Services Ltd 95 Cedar Road Hythe Southampton SO45 3PX www.sandersdesignservices.co.uk info@sandersdesignservices.co.uk 023 8020 7195		
Drawing No		Revision
hpc sht 1		x





Notes
All dimensions and details to be checked on site by builder prior to commencement of works.
This plan must not be acted upon until it has been approved by the Local Authority.
Client to conform to party wall act of 1996 if required.



B		
A		
	Date	Revisions

Drawing Title.
Proposed Topo

SITE ADDRESS Hythe & Dibden Parish Council Works Compound Frost Lane Hythe Southampton	CLIENT ADDRESS
---	----------------

as noted	PAPER SIZE A2
Scale.	Drawn by.
April 2022	R.N.S.
Date.	

Sanders Design Services Ltd
95 Cedar Road
Hythe
Southampton
SO45 3PX
www.sandersdesignservices.co.uk
info@sandersdesignservices.co.uk
023 8020 7195

Drawing No	Revision
hpc sht 3	x



**TREE SURVEY,
ARBORICULTURAL IMPACT ASSESSMENT &
TREE PROTECTION PLAN Rev:0,**

with regard to proposed development at:

**Hythe and Dibden PC Yard off Shore Road &
Frost Lane, Hythe, SO45 3GG.**

for:

Hythe & Dibden Parish Council.

Job no. MJC-22-0113

8th April 2022.

Mark Carter

FICFor. MRICS M.Arbor.A Dip. Arb. (RFS),
Managing Director,
MJC Tree Services Limited,
39 School Road,
West Wellow,
ROMSEY,
Hampshire,
SO51 6AR.
(01794) 322 712.
mjc@mjctreeservices.co.uk



Contents

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Tree Constraints Plan	5.0
Tree Survey Schedule	6.0
Arboricultural Impact Assessment Plan	7.0
Tree Protection Plan	8.0
Tree Protection Barrier Sign	9.0
References	10.0

1.0 Instruction

- 1.1 MJC Tree Services Limited have been instructed by Sanders Design Services, acting on behalf of Hythe & Dibden Parish Council, as follows:
“Re: Development Site Tree Reports in Accordance With BS5837:2012 at Hythe and Dibden PC Yard off Shore Road and Frost Lane, Hythe, SO45 3GG.
To carry out the following works:
- *To draw up a combined Arboricultural Impact Assessment, Tree Protection Plan and Arboricultural Method Statement for a proposed development at the above property:*
 - *To base this Statement on the existing tree constraints plan that we have on file, and a proposed, and the proposed layout plan that has been supplied:*
 - *To discuss the content of the Statement with the design team and site contractor(s) as necessary to arrive at a workable solution to the tree protection requirements of the site:*
 - *To supply the completed report in an electronic format as a .PDF file, with the plans available as .dwg (AutoCAD) files.”*
- 1.2 Whilst carrying out the above works, it became clear that an Arboricultural Method Statement was not required for the proposed development, and a detailed Tree Protection Plan only has been drawn up.

2.0 Qualifications and Caveats

- 2.1 The author of this report is a:
- Fellow of the Institute of Chartered Foresters:
 - Chartered Arboriculturist:
 - Chartered Surveyor:
 - Registered Consultant of the Institute of Chartered Foresters.
 - Professional Member of the Arboricultural Association:
- He also holds the Royal Forestry Society’s Professional Diploma in Arboriculture and has over 27 years experience in UK arboriculture. A full CV and CPD record are available as a .pdf file upon request to the above office.
- 2.2 The tree survey was preliminary in nature and was carried out from ground level using visual techniques only. No trees were climbed or internally investigated. Should a more detailed inspection be required then this will be highlighted in the recommendations.
- 2.3 Trees are living organisms whose health and condition can change rapidly. The health, condition and safety of trees in high use areas should be checked on a regular basis, preferably at least once every eighteen months. The conclusions and recommendations in this report are based only on the observations made by the author during the tree survey.

- 2.4 This report is for the sole use of the above named client and refers only to those trees identified within. It may not be reproduced in whole or in part, or sold, lent, hired out or divulged to any third party not directly involved in the subject matter, without our consent. Use by any other person(s) in attempting to apply its contents for any purpose other than stated in this report renders the report invalid for that purpose.
- 2.5 This report is supplied subject to our terms and conditions in force at the time of our instruction by the client.

3.0 Introduction

- 3.1 This report is presented largely in the form of annotated plans with a tree survey schedule that are intended to be read in the sequence they are presented, cross referencing as instructed in the annotations.
- 3.1.1 The reason for this graphical form of presentation is to make its interpretation easier by the greater design team and the demolition/construction team. These teams work in a graphical environment, and if the arboricultural reports involved in the design and demolition/construction processes are to be easily interpreted by these teams they must also be presented in a graphical environment. To do otherwise would create an unhelpful disconnect between the arboricultural information and the design and demolition/construction teams. It also allows the report and the proposed development to be assessed on site by officers of the Local Planning Authority (LPA) whilst referencing a small number of single page documents, thereby avoiding the need to keep flicking backwards and forwards through a written report whilst holding open a large site plan.
- 3.1.2 The layout and order of the plans and schedule are intended to illustrate a logical progression from the existing site (Tree Survey Plan and Tree Survey Schedule), through the proposed development, its impact on the trees in terms of tree losses, the establishment of conflicts with the retained trees and how these conflicts will be resolved in principle (Arboricultural Impact Assessment), to the specific tree protection measures required (Tree Protection Plan).
- 3.2 The tree works recommended on the schedule are based on the current context of the site, they are not works required as a result of any proposed development. This is to comply with section 4.4.1.1 of BS5837:2012 that states "*...the tree survey should be completed and made available to designers prior to and/or independently of any specific proposals for the development*". The tree works required as a result of the proposed development are detailed in the Arboricultural Impact Assessment plan.

4.0 Summary

- 4.1 It is proposed to demolish the existing cabin onsite and to construct a detached tractor shed, as illustrated in the Arboricultural Impact Assessment plan.
- 4.2 There are no substantive arboricultural reasons for the Local Planning Authority (LPA) to object to the proposed development, providing the tree protection measures suggested in the Arboricultural Impact Assessment plan and detailed in the Tree Protection Plan are undertaken. In order to ensure that these measures take place, it is likely that, if the LPA grant planning permission for the proposed development, they will make that permission conditional of the following:
- Adherence to the Tree Protection Plan ref. MJC-22-0113-03 rev:0 (see enclosed Tree Protection Plan):
 - The pre-commencement drawing up and approval of an underground service plan that avoids the RPA of retained trees.
- 4.2.1 The use of these conditions is reasonable, necessary and commonplace. Therefore, the required use of these conditions should not form a legitimate reason for the LPA to object to the proposed development.
- 4.3 An arboricultural method statement is not required for the proposed development as there is no complex interaction with the retained trees, and adherence to the following Tree Protection Plan will provide adequate protection to the retained trees.

Mark Carter

FICFor. MRICS M.Arbor.A Dip.Arb(RFS)

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5.0 Tree Constraints Plan

Tree Constraints Plan Notes

1.0 Introduction

1.1 The tree survey was carried out on the 13th July 2017.

1.1.1 The tree survey is old, but it is reasonable to conclude that the constraints posed by the trees will only have enlarged slightly since the survey was undertaken, and it is very unlikely that any of the surveyed trees will have increased in their grading. Therefore, the tree survey is still considered relevant given the distance of the proposed development area to the trees.

1.2 The survey was carried out in accordance with British Standard 5837:2012 'Trees in relation to design, demolition and construction – Recommendations' (BS5837:2012).

1.3 The survey was carried out from ground level using visual techniques only. No trees were climbed or internally investigated. Should a more detailed inspection be considered necessary then this will be highlighted in the recommendations section of the tree survey schedule.

1.4 The tree works recommended on the schedule are based on the current context of the site, they are not works required as a result of any proposed development. This is to comply with section 4.4.1.1 of BS5837:2012 that states "...the tree survey should be completed and made available to designers prior to and/or independently of any specific proposals for the development". Any tree works required as a result of the proposed development will be listed separately in the Arboricultural Impact Assessment plan (AIA).

2.0 The Trees

2.1 The details of the individual tree survey are provided on the following tree survey schedule.

2.2 The tree constraints have been calculated and are illustrated in accordance with BS5837:2012.

2.3 A number of trees included in the survey were omitted from the supplied site plan, i.e. tree no's. T3 & T6, and their position has been estimated by eye while the author was on site. This issue is noted in the tree survey schedule. If the position of any of these trees is critical to any proposed development of the site, their position should be confirmed by a competent land surveyor and this plan adjusted accordingly.

2.4 Root Protection Areas (RPA)

2.4.1 The indicative and circular RPA of several trees, as derived by using the calculation provided at section 4.6.1 of BS5837:2012 and illustrated by a grey circle in this plan, extend under the footprint of the nearby and existing garage and concrete slab. The areas of this extension are illustrated by yellow hexagonal hatching in this plan.

2.4.2 It has been considered reasonable to assume that these structures will have restricted past tree root growth to varying degrees i.e. they will have restricted, but are unlikely to have effectively blocked, root growth under them.

2.4.3 Section 4.6.2 of BS5837:2012 states "Where pre-existing site conditions or other factors indicate that rooting has occurred asymmetrically, a polygon of equivalent area should be produced. Modifications to the shape of the RPA should reflect a soundly based arboricultural assessment of likely root distribution." In order to comply with this requirement the RPA under the structures has been considered compromised and of less value to the tree than the RPA in less compromised areas. In order to compensate for this, the remaining and less compromised RPA would normally be enlarged. However, any such enlargement would only result in a larger RPA in off site locations as these are the only locations abutting the RPA that are considered less compromised. As the offsite locations are outside the proposed development site there was no need to illustrate an enlarged RPA as this would not increase the RPA constraint with the proposed development site.

2.5 The area of potentially significant shade illustrated in this plan has been derived following the guidance provided at section 5.2.2 Note 1 of BS5837:2012. This area does not indicate an area where development may not take place, it merely indicates an area where tree shade may have an adverse impact on a proposed development if that part of the development has a need for high levels of direct and natural light e.g. patios and living room windows.

2.6 A check was made with the publicly available online information provided by the Local Planning Authority (LPA) on the 7th March 2017 and this indicated that none of the surveyed trees were protected by a Tree Preservation Order and the site was not within a Conservation Area.

3.0 The Site

3.1 The site comprised the existing yard and buildings of the grounds maintenance team and was broadly level.

3.2 Surrounding land use was as follows; to the north was young woodland; to the east was a mix of open field and treed areas; to the south was open field with residential development beyond; to the west was a small field containing what seemed to be an industrial building with woodland beyond.

3.3 An online check with the British Geological Survey's Geology of Britain Viewer was made on 21st July 2017.

3.3.1 This check indicated that the soils on site were likely to be made up of the following:

3.3.1.1 Bedrock Geology: Barton Clay Formation – Clay.

3.3.1.2 Superficial deposits: River Terrace Deposits, 1 – Sand and Gravel.

3.3.2 These types of soils are likely to be subject to significant and persistent volumetric changes in response to moisture content. Therefore there could be a risk of tree root related subsidence on the this site, and this risk must be allowed for and accommodated in any proposed development of the site.

MJC TREE SERVICES LIMITED

Site:
Yard off Shore Road and
Frost Lane, Hythe.

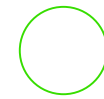
TREE CONSTRAINTS PLAN

Plan no. MJC-22-0113-01
rev:0

This is based on the 3D
Map Surveys Ltd.
topographical survey plan no.
2170302, amended by MJC
on 08/04/2022.

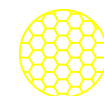
This plan was produced in
colour. A monochrome
version must not be relied
upon.

KEY

 Crown spread of
surveyed trees,
hedges and
shrubs

 Direction of
growth of lowest
significant limb

 Indicative Root
Protection Area
(RPA)

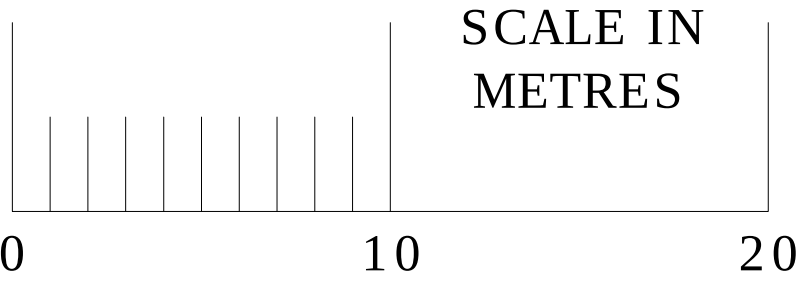
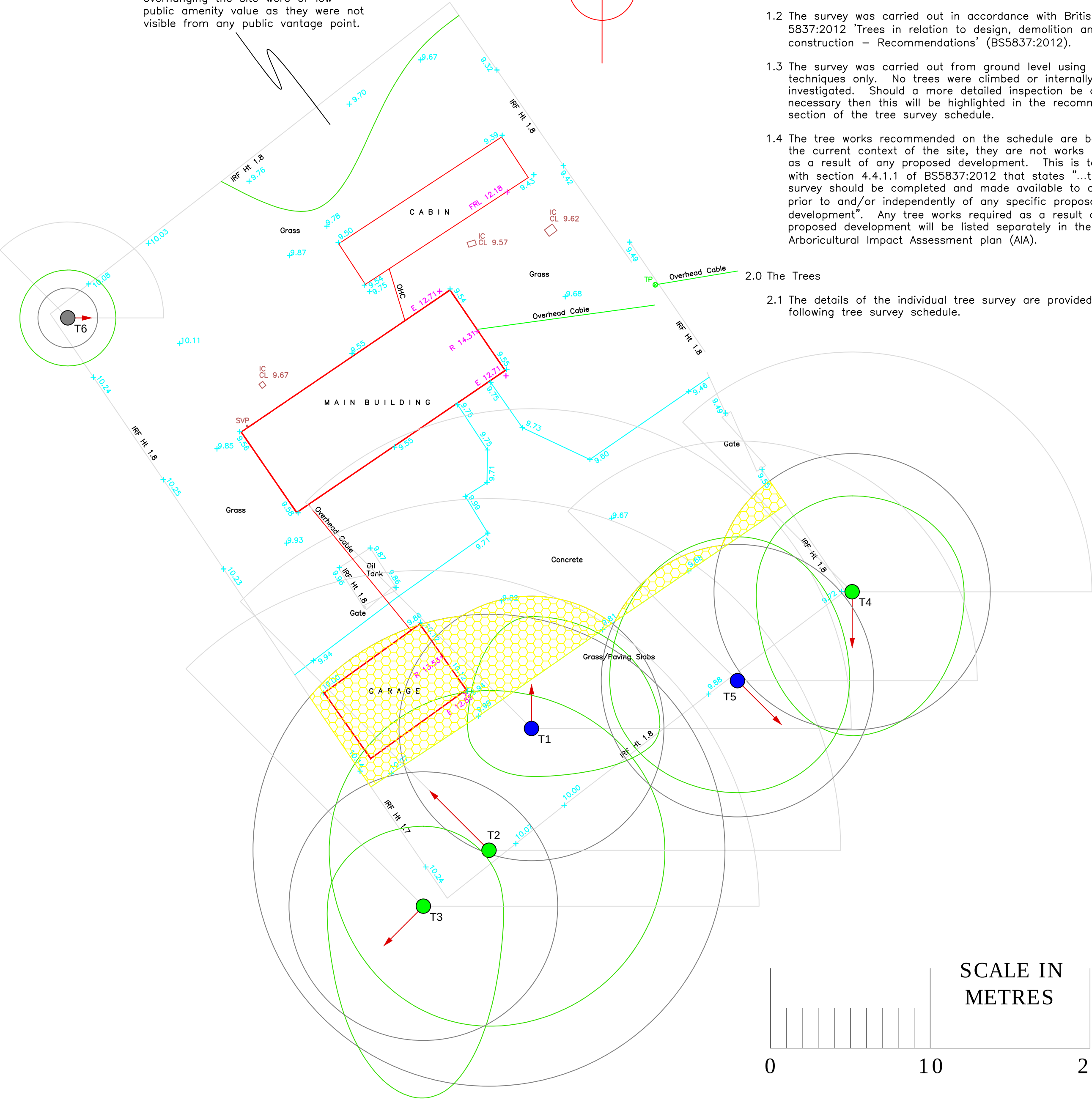
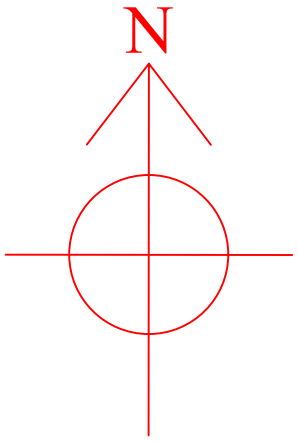
 Compromised
RPA

 Areas of
potentially
significant shade
constraint for A,
B & C grade
trees, based on
surveyed heights

 Category U tree
 Category A tree
 Category B tree
 Category C tree

SCALE
1:200 @ A2

Thicket comprising young Common Oak, Hazel, Sycamore, Hawthorn and Bramble that was the edge of a young and small pocket of woodland offsite to the north west. The thicket overhung the site but the sections overhanging the site were of low public amenity value as they were not visible from any public vantage point.



6.0 Tree Survey Schedule

TREE SURVEY SCHEDULE

Key:

- **Ht** = Height estimated in metres.
- **Stem Diam** = Stem or trunk diameter, measured and calculated in accordance with Annex C and section 4.6 of BS5837:2012.
 - **oi** = Measurement taken over ivy, which is likely to produce an exaggerated figure.
- **Crown Spread** = Crown spread to the cardinal points in metres, measured by pacing.
- **1st significant branch ht' & direction** = First significant branch height in metres and direction of growth e.g. N = North.
- **Crown base ht'** = Minimum distance between surrounding ground level at the trunk base and the base of the main crown, estimated by eye in metres.
- **Life stage** is chosen from the four following categories;
 - Y = Young;
 - SM = Semi mature;
 - EM = Early mature;
 - M = Mature;
 - OM = Over Mature.
- **General observations** = Particularly of structural and/or physiological condition, significant features and defects, and the effect these may have on the health, stability and safe retention of the tree.
- **Preliminary management recommendations** = any significant works identified as necessary in the current context, and not taking into account any development of the site..
- **Rem' cont'** = an estimate, in years, of the remaining period over which the tree can be retained at an acceptable level of risk whilst still providing significant amenity benefits with no significant management intervention.
- **Reten' Cat'** = Desirability for retention category. Refers to BS5837:2012 which categorises trees on development sites into one of four categories – A, B, C or U, A being very good and U meaning that felling is appropriate regardless of any proposals. The suffix 1, 2 or 3 refers to a subcategory relating to tree, landscape or cultural/ecological values respectively.
- **AGL** = Above ground level
- **#** = Estimated dimension.
- **TYP** = Typical dimension where several are present.

Ref no	Species	Ht (m)	Stem diam (mm)	No. of stems	Crown spread (m)				1 st sig' branch ht' (m)	Direction of 1 st sig branch	Crown base ht' (m)	Life stage	General observations	Preliminary management recommendations	Rem' cont' (years)	Reten' Cat
					N	E	S	W								
T1	Common Oak	20	690	1	7	8	3	4	4.5	N	4	EM	- The crown was asymmetric as a result for competition for light and space with the nearby and larger tree no. T2. - The tree contributed to boundary screening but was not a prominent individual and as such could only be glimpsed from Shore Road. - Minor crown dieback was present indicating a degree of root dysfunction most likely as a result of the continued and long standing operation of the surrounding yard.	- Monitor and assess condition annually especially crown vitality. - RPA: radius = 8.3 metre; area = 215. square metres.	20-40	B2

Ref no	Species	Ht (m)	Stem diam (mm)	No. of stems	Crown spread (m)				1 st sig' branch ht' (m)	Direction of 1 st sig branch	Crown base ht' (m)	Life stage	General observations	Preliminary management recommendations	Rem' cont' (years)	Reten' Cat
					N	E	S	W								
T2	Common Oak	22	1230	1	10	11	11	10 #	4.5	NW	3	M	- The tree was a prominent boundary feature that made a significant contribution to boundary screening and was visible as an individual from Shore Road. - The tree was beginning to develop some of the features associated with veteran trees hence its A3 grading. - Some significant diameter deadwood was present throughout the crown. However this seemed to be in a stable condition as is invariably the case with Common Oaks.	- No works currently identified. - RPA: radius = 14.8 metre; area = 684. square metres.	40+	A2 & A3
T3	Common Oak	21#	700#	1	5#	5#	12 #	6#	3#	SW#	1.5#	EM#	- The tree was not plotted on the supplied topographical survey plan and its position was estimated by eye whilst on site. - If the position of this tree becomes critical to any proposed development of the site its position should be established by a competent land surveyor and this report and survey schedule amended in the light of that plotting. - The tree was offsite and inaccessible therefore all assessments and measurements used were estimates made from a distance. - The tree was heavily covered in Ivy which restricted the extent of visual survey possible. - The tree contributed to boundary screening and was visible from Shore Road. - The crown was asymmetric as a result of long standing competition for light and space with the nearby and larger tree no. T2.	- No works currently identified. - RPA: radius = 8.4 metre; area = 222. square metres.	40+	A2

Ref no	Species	Ht (m)	Stem diam (mm)	No. of stems	Crown spread (m)				1 st sig' branch ht' (m)	Direction of 1 st sig branch	Crown base ht' (m)	Life stage	General observations	Preliminary management recommendations	Rem' cont' (years)	Reten' Cat
					N	E	S	W								
T4	Common Oak	15	720	1	6	7	9	6	4.5	S	1.5	EM	- The tree was offsite but access was permitted by the occupier of the land. - The tree was a significant boundary feature visible from Shore Road. - Minor bark damage was present on the root buttresses and the wood exposed by these bark wounds was insect damaged and decayed to a small degree. However this decay was not considered to be structurally significant at the time of survey.	- Monitor and assess condition annually especially the condition of the decay in the root buttresses. - RPA: radius = 8.6 metre; area = 235. square metres.	40+	A2
T5	Common Oak	15	710	1	9	7	7	8	2.5	SE	2	EM	- The tree was a boundary feature visible from Shore Road but its amenity value was diminished somewhat by its poor vitality. - Significant crown dieback was present with large quantities of deadwood spread throughout the crown, smaller parts of which were beginning to fall. - Some of the foliage that had clearly been alive earlier this year was browned off and dead indicating that the decline of this tree was ongoing. However given the tenacity of Common Oak and the general slowness of its decline, it was considered likely that the tree would continue to survive for at least another 20 years.	- Monitor and assess condition annually especially the condition of crown vitality and security of deadwood throughout the crown. - Consider removing deadwood only when the risk of harm posed by its potential falling becomes unacceptable. - RPA: radius = 8.5 metre; area = 228. square metres.	20-40	B2

Ref no	Species	Ht (m)	Stem diam (mm)	No. of stems	Crown spread (m)				1 st sig' branch ht' (m)	Direction of 1 st sig branch	Crown base ht' (m)	Life stage	General observations	Preliminary management recommendations	Rem' cont' (years)	Reten' Cat
					N	E	S	W								
T6	Abies	6	110# + 110# = 156	2	3	3	3	3	0.3	E	0	Y	- The tree was not plotted on the supplied topographical survey plan and its position was estimated by eye whilst on site. - If the position of this tree becomes critical to any proposed development of the site its position should be established by a competent land surveyor and this report and survey schedule amended in the light of that plotting. - The tree was of no public amenity value given its location to the rear of the site and well away from any public vantage point. - Crown branch form was poor with a co-dominant structure and a potentially weak fork between the co-dominant stems. The presence of this structural defect meant the long term retention of this tree was considered unlikely. - Close access to the base of the tree was prevented by dense low branching therefore the stem diameter measurement was estimated.	- Consider either felling and replacing with a better formed tree or carrying out formative pruning as necessary in order to re-establish single apical dominance. - RPA: radius = 1.9 metre; area = 11. square metres.	10-20	C1

7.0 Arboricultural Impact Assessment Plan

KEY

- Existing site layout in grey
- Proposed site layout in colour
- Crown spread of surveyed trees, hedges and shrubs
- Direction of growth of lowest significant limb
- Indicative Root Protection Area (RPA)
- Compromised RPA
- Areas of potentially significant shade constraint for A, B & C grade trees, based on surveyed heights
- Category U tree
- Category A tree
- Category B tree
- Category C tree
- SCALE
1:200 @ A2

1.0 Introduction

- 1.1 It is proposed to demolish the existing cabin onsite and to construct a detached tractor shed, as illustrated in this plan.
- 1.2 In this plan, the proposed development layout is illustrated in black and blue.
- 1.3 In order to provide context with the existing site, and highlight the proposed development, the existing site layout plan is also illustrated in pale grey in this plan.
- 1.4 The trees, their constraints, and areas where specific tree protection measures are required, are illustrated in accordance with the key.

2.0 Tree Works.

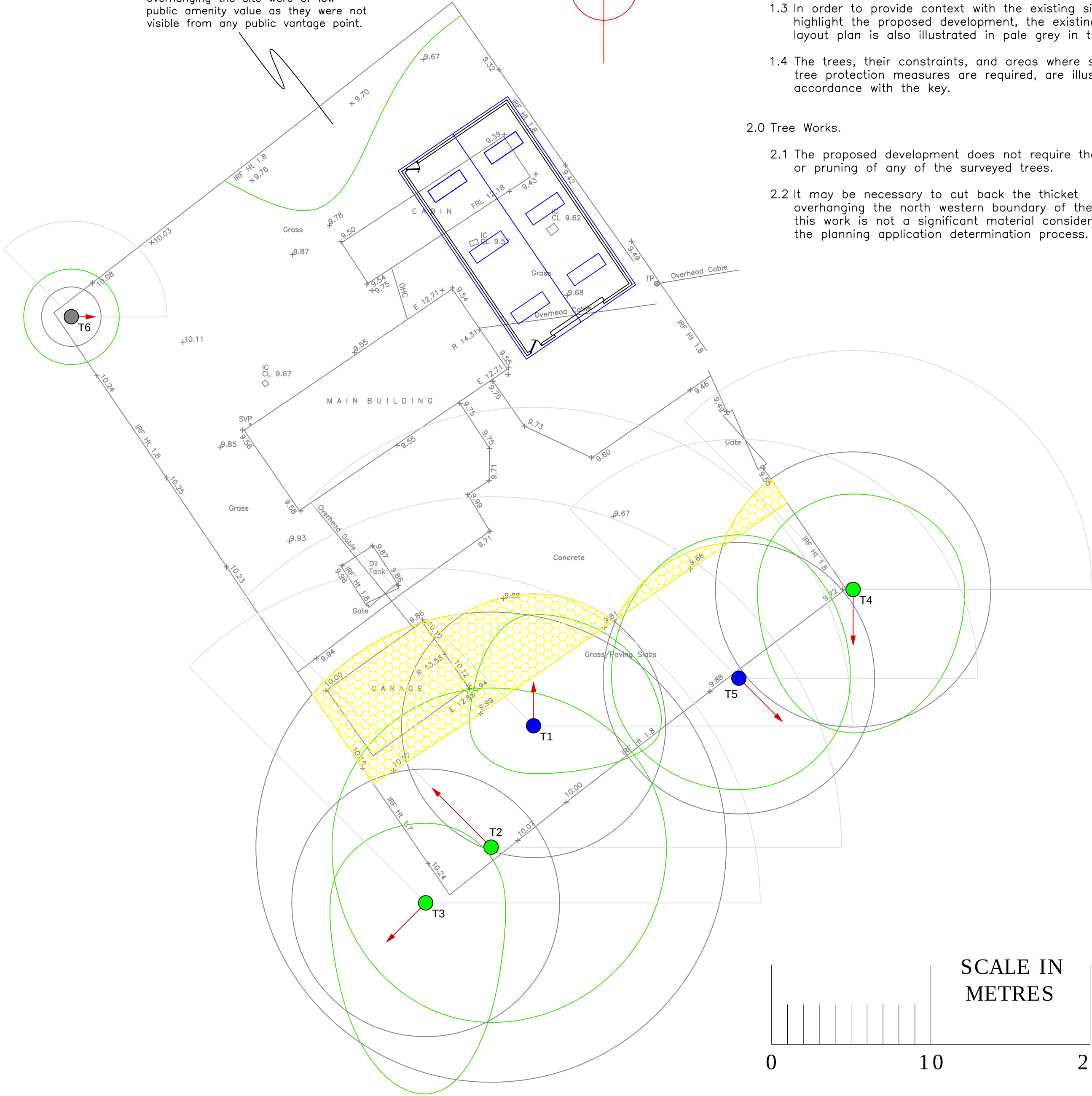
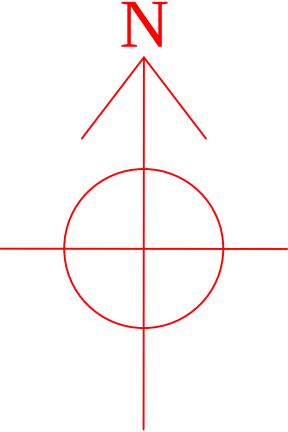
- 2.1 The proposed development does not require the removal or pruning of any of the surveyed trees.
- 2.2 It may be necessary to cut back the thicket overhanging the north western boundary of the site, but this work is not a significant material consideration in the planning application determination process.

- 3.1 The proposed development footprint has avoided the RPA of all the retained trees, even allowing for a reasonable amount of tree growth since the tree survey was carried out.
- 3.2 Construction access and general construction activities have the potential to extend beyond the proposed development footprint and over the RPA of retained trees. In order to avoid the RPA's being damaged, the following measures will need to be taken.
 - 3.2.1 The existing hard surfaces in the 'Compromised RPA' areas will be retained intact and unexcavated.
 - 3.2.2 Appropriately constructed and located tree protection barriers will be erected at the outset of the works, and these will be retained in place until the works are completed (see enclosed Tree Protection Plan).
- 3.3 No underground services or drains plan has been supplied, however, it is considered that sufficient space exists across the site that is not restricted by the RPA of retained trees for these to be routed around, and therefore avoid conflict with, the RPA. The LPA have the power to ensure this occurs by granting permission subject to a condition requiring the pre-commencement submission and approval of an underground service and drain plan.
- 3.4 The above tree protection measures will restrict the arboricultural impact of the proposed development to an acceptable level. The LPA can ensure that these tree protection measures are carried out by granting planning permission for the proposed development subject to a planning condition requiring compliance with the enclosed Tree Protection Plan.

4.0 Summary.

- 4.1 There are no substantive arboricultural reasons for the Local Planning Authority (LPA) to object to the proposed development, providing the tree protection measures suggested above and detailed in the enclosed Tree Protection Plan are undertaken. In order to ensure that these measures take place, it is likely that, if the LPA grant planning permission for the proposed development, they will make that permission conditional of the following:
 - 4.1.1 Adherence to the Tree Protection Plan ref. MJC-22-0113-03 re:0 (see enclosed Tree Protection Plan):
 - 4.1.2 The pre-commencement drawing up and approval of an underground services and drains plan that avoids the RPA of retained trees.
- 4.2 The use of these conditions is reasonable, necessary and commonplace. Therefore, the required use of these conditions should not form a legitimate reason for the LPA to object to the proposed development.
- 4.3 An arboricultural method statement is not required for the proposed development as there are no complex interactions between the development and the retained trees, and adherence to the enclosed Tree Protection Plan will provide adequate protection to the retained trees without the need for an Arboricultural Method Statement.

Thicket comprising young Common Oak, Hazel, Sycamore, Hawthorn and Bramble that was the edge of a young and small pocket of woodland offsite to the north west. The thicket overhanging the site but the sections overhanging the site were of low public amenity value as they were not visible from any public vantage point.



8.0 Tree Protection Plan

Tree Protection Plan

1.0 Introduction.

- 1.1 The proposed demolition and construction works will be carried out in strict accordance with the following tree protection measures.
- 1.2 An arboricultural method statement is not required for the proposed development as there are no complex interactions between the development and the retained trees, and adherence to the following Tree Protection Plan will provide adequate protection to the retained trees without the need for an Arboricultural Method Statement.

2.0 Tree Protection Measures

- 2.1 After the tree works are completed, but before any stumps are grubbed out, and before any construction/demolition works commence, and before any construction/demolition vehicles, equipment and materials, other than only those necessary for the erection of the tree protection barriers, are delivered to site, the tree protection barriers will be erected at the positions illustrated in this plan.
- 2.1.1 This barrier will either comply with the recommendations in BS5837:2012 i.e. as a first choice the illustration in this plan, or where this design of barrier is not feasible the barrier will comply with the following specification.
- 2.1.1.1 The barrier will comprise a minimum 2m tall welded mesh fence panels on rubber or concrete feet secured with ground pins.
- 2.1.1.2 The fence panels should be joined together using a minimum of two anti-tamper couplers, installed so that they can only be removed from inside the fence.

- 2.1.1.3 The distance between the fence couplers should be at least 1m and should be uniform throughout the fence.
- 2.1.1.4 The panels should be supported on the inner side by stabilizer struts, which should normally be attached to a base plate secured with ground pins.
- 2.1.1.5 Where the fencing is to be erected on retained hard surfacing or it is otherwise unfeasible to use ground pins, e.g. due to the presence of underground services, the stabilizer struts should be mounted on a block tray.
- 2.1.2 The barrier will have an A3 size informative/warning notice attached on the construction site side, at approximately 1.6 metres above ground level, and at no more than 6 metre intervals. An example of a suitable notice is enclosed with this report and follows this plan.
- 2.1.3 No construction access whatsoever will be permitted in the construction exclusion zones formed by the tree protection barriers.
- 2.1.4 The tree protection barriers will be retained in place and intact until all demolition and construction activities have been completed and all demolition and construction materials, equipment and vehicles have been removed from the site.
- 2.2 The existing hard surfaces in the 'Existing hard surface retention areas' will be retained intact and unexcavated until all demolition and construction activities have been completed and all demolition and construction materials, equipment and vehicles have been removed from the site.
- 2.3 When any large and/or tall and/or jibbed vehicles/equipment are operating or manoeuvring close to the crowns of trees to be retained, a specific banksperson will be appointed to supervise the movement and ensure that no damage is caused to the crowns of these trees through impact.
- 2.4 All activities usually carried out in the compound area, e.g. the storage of materials and equipment, the mixing of concrete and mortar, the sitting of rest cabins and the site office etc., will take place outside the construction exclusion zones created by the tree protection barriers and the 'Existing hard surface retention areas'.
- 2.5 Any facilities for the storage of oils, fuels or chemicals shall be located outside the construction exclusion zones created by the tree protection barriers and the 'Existing hard surface retention areas', in tanks on impervious bases and surrounded by impervious bund walls. The volume of the bund compound shall be at least equivalent to the capacity of the tank plus 10%. If there is a multiple tankage, the compound shall be at least equivalent to the capacity of the largest tank, or the combined capacity of interconnected tanks, plus 10%. All filling points, vents, gauges and sight glasses shall be located within the bund. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipe-work shall be located above ground and protected from accidental damage. All filling points and tank overflow pipe outlets shall be detailed to discharge downwards into the bund.
- 2.6 All underground services will be carefully routed so as to avoid crossing the RPA of all the retained trees.
- 2.7 No fires will be permitted on site.

MJC TREE SERVICES LIMITED

Site:
Yard off Shore Road and
Frost Lane, Hythe.

TREE PROTECTION PLAN

Plan no. MJC-22-0113-03
rev:0

This is based on the 3D
Map Surveys Ltd.
topographical survey plan no.
2170302 and the Sanders
Design Services proposed
layout plan no. hpc sht3,
amended by MJC on
08/04/2022.

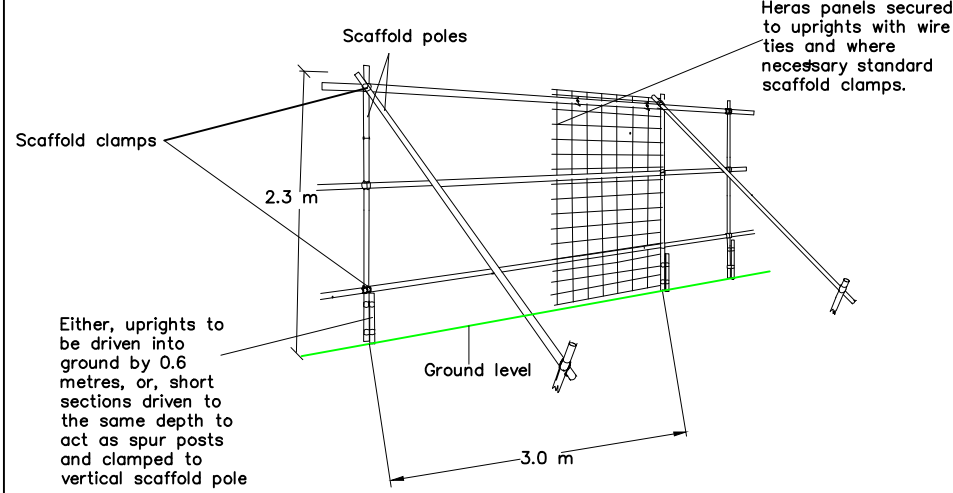
This plan was produced in
colour. A monochrome
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upon.

KEY

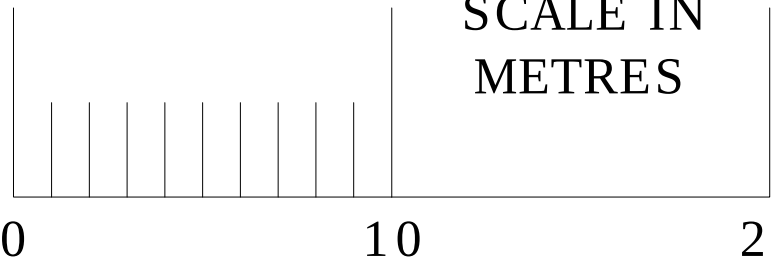
- Existing site layout in grey
- Proposed site layout in colour
- Crown spread of surveyed trees, hedges and shrubs
- Indicative Root Protection Area (RPA)
- Existing hard surface retention areas
- Tree protection barriers: dimensions in mm
- Construction exclusion zone (CEZ)
- Category U tree
- Category A tree
- Category B tree
- Category C tree

SCALE
1:200 @ A2

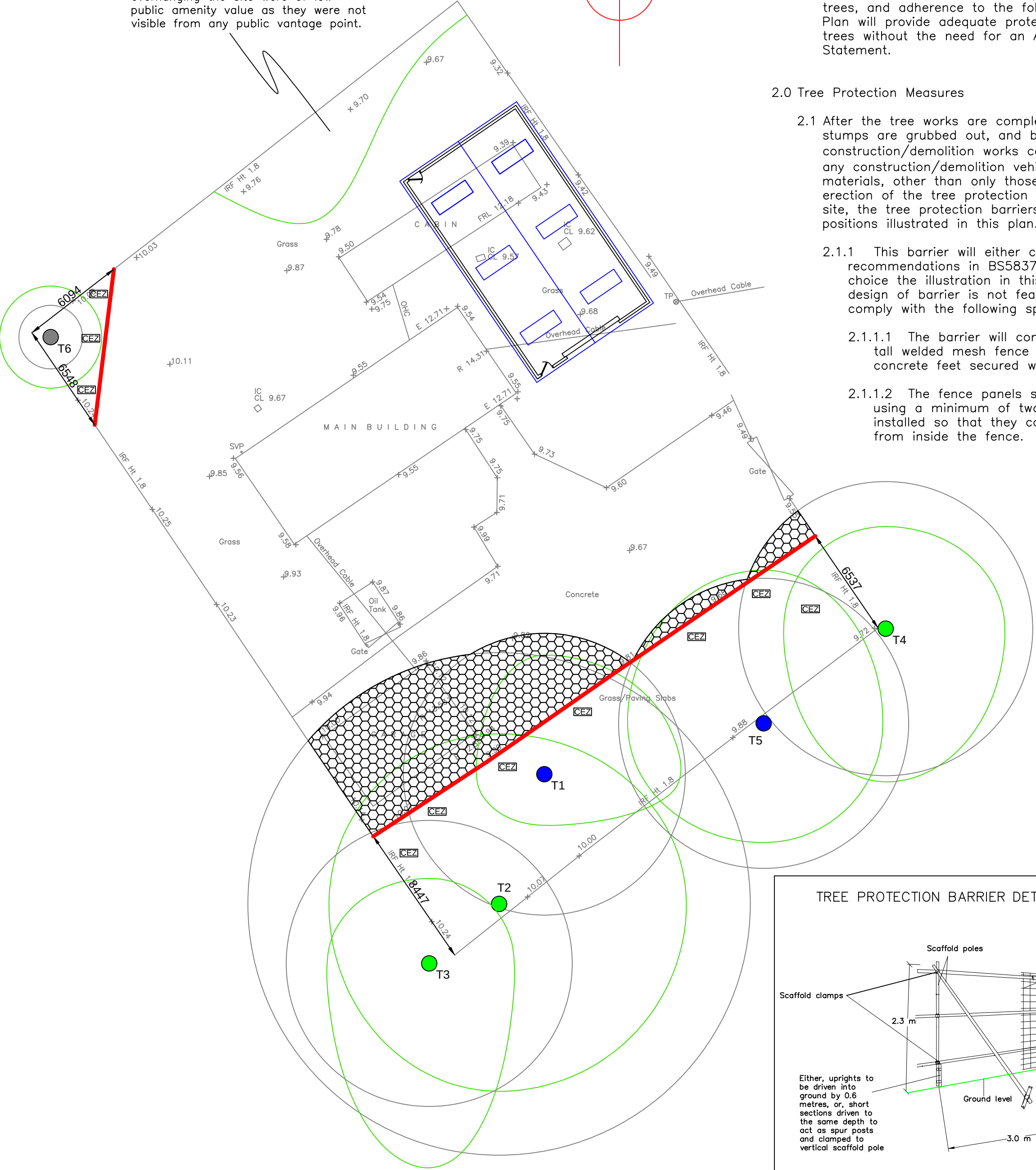
TREE PROTECTION BARRIER DETAIL



SCALE IN METRES



Thicket comprising young Common Oak, Hazel, Sycamore, Hawthorn and Bramble that was the edge of a young and small pocket of woodland offsite to the north west. The thicket overhung the site but the sections overhanging the site were of low public amenity value as they were not visible from any public vantage point.



9.0 Tree Protection Barrier Sign



**PROTECTIVE FENCING. THIS
FENCING MUST BE
MAINTAINED IN ACCORDANCE
WITH THE APPROVED PLANS
AND DRAWINGS FOR THIS
DEVELOPMENT.**



**TREE PROTECTION AREA
KEEP OUT !**

**(TOWN & COUNTRY PLANNING ACT 1990)
TREES ENCLOSED BY THIS FENCE ARE PROTECTED BY
PLANNING CONDITIONS AND/OR ARE THE SUBJECTS OF A
TREE PRESERVATION ORDER.
CONTRAVENTION OF A TREE PRESERVATION ORDER MAY
LEAD TO CRIMINAL PROSECUTION**

**ANY INCURSION INTO THE PROTECTED AREA MUST BE
WITH THE WRITTEN PERMISSION OF THE LOCAL
PLANNING AUTHORITY**

10.0 References

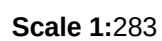
- BS5837:2012 = British Standard 5837:2012 'Trees in relation to design, demolition and construction – Recommendations'.
- BS3998:2010 = British Standard 3998:2010 'Tree work – Recommendations'.

APPENDIX E – BUILDING SERVICES

- EXISTING AND PROPOSED DRAINAGE SYSTEM



Green dot - location of sewage treatment plant. Green line location of drain to treatment plant.
Red Dot - location of disused cesspit. Red line disused pipe to cesspit. Both have been filled.



APPENDIX F - SCHEDULE OF MACHINES / EQUIPMENT
- KERB WEIGHTS OF MACHINES AND VEHICLES

Kerb weights of the machines that will be stored in the new building:

Mower 1040 kg

Tractor 1620 kg

Mower 859 kg c/w mowing deck 215 kg

Mower 844 kg c/w mowing deck 215 kg

Mower 844 kg c/w mowing deck 180 kg

Tractor bucket 94 kg

Spiker 305 kg

Small van 1560 kg

Note: In addition to the machines detailed above, the Council will be storing various hand tools (strimmer's, chainsaws etc) in lockable cages inside the building plus maybe one or two workbenches.