

REQUEST FOR QUOTATION

Project No.

2602

Footpath

Lighting.

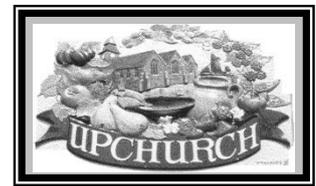
In

Upchurch

Parish.

Quotation must be submitted no later than:

12 noon on 22nd March 2019



Schedule of Work

- **Preliminaries**
- **Schedule of Work**
- **Form of Quotation**



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SPECIFICATION / SCHEDULE OF WORKS

JCT Minor Works Contract Preliminaries/General Conditions

1. Project Particulars

1.1 The Project:

Name: Footpath Lighting.

Location: Upchurch Parish

Timescale for completion of the construction work: 2 Months

1.2 Employer (Client):

Upchurch Parish Council

1.3 The Principal Contractor: The Contractor

1.4 Contract Administrator: (hereinafter referred to as 'CA'): Clerk to the council:

Mrs W Licence, Clerk to the Council

14 Trapfield Close,

Bearsted,

Maidstone,

ME14 4HT

Tel: 01634-363906 email: clerkupc@outlook.com

1.5 Principal Designer:

Upchurch Parish Council

1.6 Quantity Surveyor:

The CA

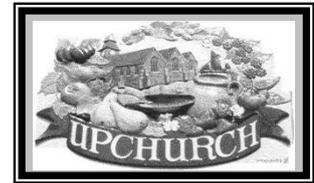
1.7 Enquiries

Please contact the Contract Administrator if you have any enquiries regarding this Quotation;

2. Quotation and Contract Documents

2.1 The Contract Drawings will be the same as the Quotation drawings as listed under the Second Recital.

2.2 The Pre-Quotation Health and Safety Plan is included in these preliminaries in Section A 10. It refers to information given in the preliminaries, specification and drawings.



3. The Site:

3.1 The Site

Upchurch Parish.

3.2 Demolition N/A

3.3 Existing Mains/Services:

The existing electrical services provided by UK Power Networks un-metered.

3.4 Soils and Ground Water N/A

3.5 Site Investigation

Report: Included in the Quotation documents. Indicative locations of the Footpath Lights 2602-1, 2602-2.

3.6 Access to The Site:

Will be via the road.

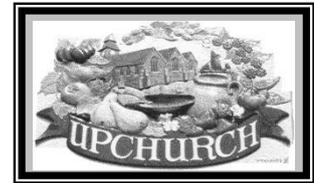
The Contractor shall determine a safe and suitable route for the delivery, storage and fixing of materials within the work area. Written approval is to be obtained from both the CA and the Site Manager. Any damage resulting from this shall be made good at the Contractor's own expense.

Any vehicle on the grounds shall be suited for its laden weight, overall dimensions and manoeuvrability.

All damage resulting from construction traffic/operations shall be made good to the satisfaction of the CA at the Contractor's expense.

3.7 Use of The Site:

- Do not use the site for any purpose other than carrying out the Works.
- Do not store any plant/materials on the site.



3.8 Risks 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:
- The accuracy and sufficiency of this information is not guaranteed by the Employer or the CA and the Contractor must ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

3.9 Site Visit: Before Quoting, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

3.10 Site Visit may be made by arrangement with Mrs. W. Licence Tel: 01634-363906 email: clerkupc@outlook.com. If appropriate, please inform your Sub-contractors of the above details to make arrangements to visit site.

4. Description of The Work

4.1 The Work:

Description: Footpath Lighting in Upchurch Parish.

5. The Contract

5.1 Agreement for Minor Works: The form of contract will be the JCT Minor Works Contract 2016

The Recitals

1st Recital

The Employer wishes to have the following work carried out
To install Footpath Lighting in Upchurch Parish. ('the Works') under the direction of the Contract Administrator referred to in Article 3;

2nd Recital

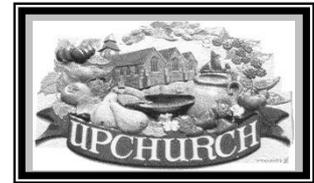
The Employer has had the following documents prepared which show and describe the work to be done:

The drawings listed as 2602-1 and 2602-2. ('The Contract Drawings')
Electrical Specification, replacement of lighting equipment.

Which for identification will be signed or initialled by or on behalf of each Party and those documents together with the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents') will be annexed to this Agreement.

3rd Recital

The Contractor has supplied the Employer with a copy of the priced Contract Specification or Works Schedules or provided a Schedule of Rates.



4th Recital

for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

5th Recital

for the purposes of the application of the Construction (Design and Management) Regulations 2015 ('the CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

6th Recital

Framework Agreement; Not applicable

7th Recital

the Supplemental Provisions identified in the Contract Particulars apply;

The Articles

Article 1

Contractor Obligations; The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2

The Contract Sum accepted by the Employer

Article 3

Architect/Contract Administrator: See section A 1

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

Article 4:

Principal Designer: See section A 1.

Articles 5:

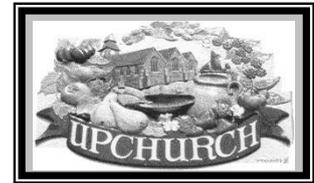
The Principal Contractor for the purposes of the CDM Regulations: See section A 1

Article 6

If any dispute or difference arises under this contract either Party may refer it to adjudication in accordance with clause 7.2

Article 7

Where Article 7 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are:



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

Article 8

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

Contract Particulars

Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 & 2.2) – Base Date: 6th January 2019

Fourth Recital and Clause 4.2 – Construction Industry Scheme (CIS)
The Employer at the Base Date is a contractor for the purposes of CIS

Fifth Recital – CDM Regulations
The project is not notifiable.

Sixth Recital – Framework Agreement
Is not applicable

Seventh Recital and Schedule 3 – Supplemental Provisions

- Collaborative Working (paragraph 1) applies
- Health and Safety (paragraph 2) applies
- Cost savings and value improvements (paragraph 3) applies
- Sustainable development and environmental considerations (paragraph 4) applies
- Performance Indicators and Monitoring (paragraph 5) does not apply
- Notification and negotiation of disputes (paragraph 6) applies

Where paragraph 6 applies, the respective nominees of the Parties are:

Employer's nominee TBA

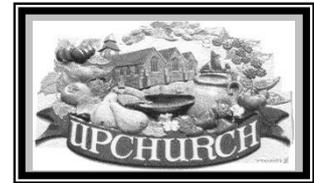
Contractor's nominee TBA

Clause 2.2 – Works Commencement Date: 7th May 2019

Clause 2.2 – Date for Completion: 8th July 2019

Clause 2.8 – Liquidated Damages:
At the rate of £474.00 per week or pro rata of a week

Clause 2.10 - Rectification Period:
Period: 12 months from the date of practical completion.



Clause 4.3 – Interim Valuation Dates – the first Interim Valuation Date is one week from the commencement date and thereafter at intervals of four weeks.

Clause 4.3 – Payments due prior to practical completion - 95%

Clause 4.3 Payments becoming due on or after practical completion – 97.5%

Clause 4.3 and 4.8 – Fluctuations provision

Schedule 2 (Contribution, levy and tax changes) applies – Percentage 0%

Clause 4.8.1 – Supply of documentation for computation of amount to be finally certified:

2 weeks from the date of practical completion

Clause 5.3 – Contractors Public Liability Insurance – Injury to Persons or Property: Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.00.

Clause 5.4B Insurance of the Works: etc.

Clause 5.4B refer to works/alterations to existing buildings

Clause 5.4A 1 and 5.4B 1.2 – Percentage to cover professional fees:

Percentage: 15%

Clause 7.2- Adjudication:

The Nominating body is The President or a Vice-President or the Chairman or a Vice-Chairman of the Chartered Institute of Arbitrators

Schedule 1 (paragraph 2.1) – Arbitration:

Appointer of Arbitrator: Chartered Institute of Arbitrators

The Conditions of the Contract apply

SECTION 1: Definitions and Interpretation

SECTION 2: Carrying out the Works

SECTION 3: Control of the Works

SECTION 4: Payment

SECTION 5: Injury, Damage and Insurance

SECTION 6: Termination

SECTION 7: Settlement of Disputes

Execution

Under hand.



Prevention of Corruption and Fraud

The Council shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to or obtaining or execution of the contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or shall have given any fee or reward the receipt of which is an offence under sub-section 92 of Section 117 of the Local Government Act, 1972.

Internal Audit

The CA should for internal audit purposes, be given reasonable access at any time to any documentation or information connected therewith and be given access to the site during the Contract.

Completion of Section of Document Requiring Pricing including Quotation Forms

Contractors must complete in full all sections of the document which requires pricing including the forms provided. Grouping of prices and blank spaces will not be acceptable and may invalidate the Quotation.

Form of Quotation

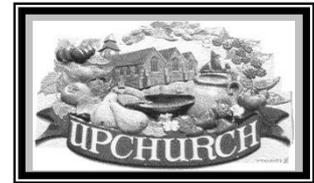
Quotations must be fully completed by duly authorised personnel.

Quotations may not be considered if complete information and Forms are not given or if the particulars asked for in the Quotation documents are not supplied. Schedules should be fully completed and returned as directed. Answers must be in the Quotation format and in the order requested, with references to accompanying sales or technical literature kept to a minimum.

The Quotation response shall be submitted in English. Any printed literature furnished by the Contractor may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the Quotation, the English translation shall prevail.

Final Decision

On all matters relating to the interpretation of this Contract, the Corporate Director of Enterprise, Tourism and the Environment's decision shall be final.



Firm Price Contract

The prices inserted by the Contractor in the Schedules shall remain fixed for the period of the contract or the relevant part thereof, with no adjustment for any increase in the rates of labour, materials or levies.

Suitability of Contractor

Any Quotation will only be accepted after the Contractor has been financially and technically appraised in compliance with Upchurch Parish Council Standing Orders.

6. Quoting/Subletting/Supply

6.1 Scope: These conditions are supplementary to those stated in the invitation to Quotation and on the Form of Quotation.

6.2 Quoting Procedure will be in accordance with the Contract Procedure Rules of Upchurch Parish Council.

6.3 Exclusions: If the Contractor cannot Quotation for any part(s) of the work as defined in the Quotation documents the CA must be informed as soon as possible, defining the relevant part(s) and stating the reasons for the inability to Quotation.

6.4 Acceptance of Quotation: The Employer and the Employer's representatives:

- Offer no guarantee that the lowest priced or any Quotation will be recommended for acceptance or accepted.
- Will not be responsible for any cost incurred in the preparation of any Quotation.

6.5 Period of Validity: Quotations must remain open for consideration (unless previously withdrawn) for not less than 12 weeks from the date fixed for the submission or lodgement of Quotations. Information on the date for possession/commencement is given in section A 5.

6.6 Alternative Proposals

Quotations **must** be submitted in the required form, but Contractors are additionally invited to submit alternative solutions and/or costing methods where it is believed they will result in efficiency and cost savings for the authority.

Alternative proposals will be subject to separate evaluation by the authority and should therefore be submitted by way of a separate second offer accompanying the primary or main proposal. They should also be fully detailed and costed so as to clearly demonstrate to the authority where the cost and efficiency savings will arise from relative to the authority's Specification and the Contractor's primary proposal.

6.7 Award Criteria

The authority will have no obligation to Contractors arising from this Quotation unless and until it enters into a formal contract with the Contractor for the provision of the works that are subject to this Invitation to Quotation.

Any contract(s) awarded will be to the Contractor(s) whose Quotation, or any parts



thereof, has been determined as substantially fulfilling the conditions and is the most advantageous.

It is the intention of the Council to enter into a Contract with Contractors who has provided the most advantageous Quotation based on quality of service delivery, professionalism, technical ability and support, financial background and price.

6.8 Projects without Quantities: Quotations must include for all work shown or described in the Quotation documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

6.9 Pricing of Specification: Alterations and qualifications to the specification must not be made without the written consent of the CA. Quotations containing unauthorised alterations or qualifications may be rejected. Costs relating to items in the specification which are not priced will be deemed to have been included elsewhere in the Quotation.

6.10 The Priced Specification must be submitted by the Quotation date.

6.11 Errors in the Priced Documents will be dealt with in accordance with the 'Code of Procedure for Single Stage Selective Quoting', Alternative 2 (i.e. correction of genuine permitted).

6.12 Quotation Stage Method Statements must be submitted within one week of request describing how and when the Contractor proposes and undertakes to carry out the following:

- Delivery/hoisting/fixing of trusses, profiled steel roofing, patent glazing, steel beams and materials generally
- Excavation for foundations and drains.
- Working on occupied property

At the same time, and at the Contractor's discretion method statements may be submitted for other parts of the Works.

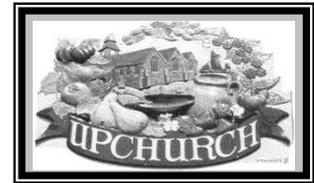
6.13 Contract Management and Monitoring

The Contractor will work with the Council to make sure that they fully understand the proposal and that there are appropriate processes in place for managing the service into the future.

For all queries regarding the Quotation please contact the CA.

6.14 Health and Safety Information: The Winning Contractor must submit a statement describing the organisation and resources which the contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of subcontractors and of any person who may be affected by the works, including:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident and illness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.



- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

7. Provision, Content and use of Documents

Definitions and Interpretations

7.1 Definitions

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

7.2 Communication

- Definition: Includes advice, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A 1.4 unless specified otherwise.
- Response: Do not proceed until response has been received.

7.3 Products

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

7.4 In Writing: When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

7.5 Site Equipment

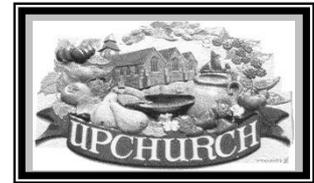
- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works,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

7.6 Approval (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.

7.7 Submit (and words derived there from) means to the CA unless otherwise instructed.

7.8 Cross-References to The Specification:

- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given, the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing



with general matters, ancillary products and workmanship also apply.

- The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.

7.9 Referenced Documents:

- Where and to the extent that this specification conflicts with referenced documents, this specification prevails.

7.10 Substitution of Products:

- Where the substitution of a product different to that specified is permitted before ordering the product inform the CA of the reasons for the substitution. When requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Submit certified English translations of any foreign language documents.
- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole.
- If such substitution is approved, and before ordering products, provide revised drawings, specification and manufacturer's guarantees.

7.11 Equivalent Products: Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.

7.12 Currency of Documents:

- References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at the date of Quotation.
- References to BSI documents are to the versions and amendments listed in the BSI Standards Catalogue, including updates, current at the date of Quotation.

7.13 Substitution of Standards

Products specified to British Standard or European Standard: Substitution may be proposed of products complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.

Before ordering: Submit notification of all such proposals.

Documentary evidence: Submit for verification when requested.

7.14 Sizes: Unless otherwise stated:

- Products are specified by their co-ordinating sizes.
- Cross section dimensions of timber shown on drawings are nominal sizes before any required planning.

Terms Used in Refurbishment/Alteration

7.15 Fix Only means all labours in unloading, handling, storing and fixing in position, including use of all plant.

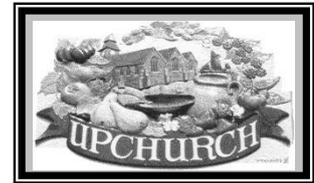


- 7.16 Supply and Fix:** Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.
- 7.17 Remove** means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.
- 7.18 Keep for Reuse** means:
- During removal prevent damage to the stated components or materials and clean off bedding and jointing materials.
 - Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- 7.19 Replace** means:
- Remove the stated existing components, features and finishes.
 - Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
 - Make good as necessary.
- 7.20 Repair** means carry out local remedial work to components, features and finishes as found in the existing building, re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
 - Redecoration.
- 7.21 Make Good** means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:
- Replacement of components or parts of components.
 - Redecoration. The meaning of the term shall not be limited by this definition where used in connection with the defect's liability provisions of the Contract.
- 7.22 Ease** means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.
- 7.23 To Match Existing** means, use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

Documents Provided on Behalf of Employer

- 7.24 Additional Copies of Drawings:** PDF copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

- 7.25 Additional Copies of Specification:** After execution of the Contract, two copies of



the Specification will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

7.26 Dimensions: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings

7.27 The Specification: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions.

Documents Provided by Contractor

7.28 Technical Literature: The Contractor is required to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

- Manufacturers' current technical literature relating to all products to be used in the Works.

7.29 Maintenance Instructions and Guarantees:

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.
- Notify CA of telephone numbers for emergency services by Subcontractors after Completion.

8. Management of the Works

8.1 Supervision

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

8.2 Reinstatement

The Supplier will be required to reinstate any damage caused to the grounds as a result of the construction.

Prior to commencement of work the Contractor will undertake a site visit with the Supervising Officer and the condition of the site will be recorded and agreed.

A second visit will take place prior to the hand over to confirm that any damage has been reinstated to a standard acceptable to the Supervising Officer.

8.3 Insurances: Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.

8.4 Insurance Claims: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be



caused by failure to give such notice.

8.5 Climatic Conditions

- Information: Record accurately and retain:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, types of work affected, and number of hours lost.

8.6 Ownership: Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

8.7 Programme:

- As soon as possible and before starting work on site prepare, in an approved form, a programme for the Works, which must make allowance for all:
 - Planning and mobilisation by the Contractor
 - Subcontractor's work
 - Running in, adjustment and testing of engineering services.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums
 - Work by others concurrent with the Contract
 - Submit 2 copies to CA.

8.8 Monitoring

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

8.9 CA's Site Meetings:

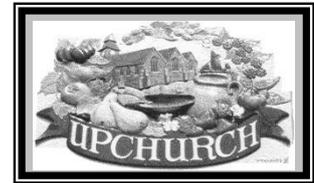
- The CA will hold site meetings to review progress and other matters. Meetings will normally be held Monday Morning's.

8.10 Notice of Completion: Give CA at least 1 weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.

8.11 Extensions of Time

- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible submit:
 - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion. All other relevant information required.

8.12 Cash Flow Forecast: As soon as possible and before starting work on site submit to



the CA a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based upon the programme for the Works.

- 8.13 Existing Work:** The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 8.14 Estimated Cost of Variations:** If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.
- 8.15 Measurements:** Give reasonable notice to the CA before covering up work which the CA requires to be measured.
- 8.16 Interim Valuations:** At least 7 days before the established dates for interim valuations submit to the CA details of amounts due under the Contract together with all necessary supporting information.
- 8.17 Preferred Method of Correspondence with CA:** By e-mail

9. Quality Standards/Control

Materials and Work Generally

- 9.1 Good Practice:** Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:
- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
 - In accordance with relevant good building practice.
- 9.2 Workmanship Skills**
- Operatives: Appropriately skilled and experienced for the type and quality of work.
 - Registration: With Construction Skills Certification Scheme.
 - Evidence: Operatives must produce evidence of skills/ qualifications when requested.
- 9.3 General Quality of Products:**
- Products to be new unless otherwise specified.
 - For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested.
 - Where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested.
 - Ensure that the whole quantity of each product required is of consistent kind, size, quality and overall appearance.
 - Where consistency of appearance is desirable ensure consistency of supply from the same source. 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 or other unsatisfactory condition.

9.4 Proprietary Products:

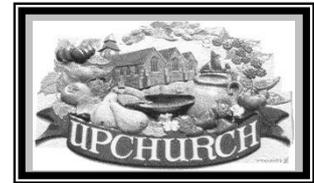
- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations. Inform CA if these conflict with any other specified requirement. Submit copies when requested.
- Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise specified.
- The Quotation will be deemed to be based on the products specified and recommendations on their use given in the manufacturers' literature current at the date of Quotation.
- Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

9.5 Checking Compliance of Products: Check all documentation and the products themselves to ensure compliance 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 correct, and match any approved samples.
- All accessories and fixings which should be supplied with the products have been supplied.
- Sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and in good condition.
- Products which have a limited shelf life are not out of date.

9.6 Protection of Products:

- Prevent over-stressing, distortion and other 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 to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement 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.
- Keep different types and grades of products separately and adequately identified.
- Keep products in their original wrappings, packings or containers until immediately before they are used. 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.



9.7 Suitability of Related Work and Conditions: Provide all trades with necessary details of related types of work. Before starting each type of work, ensure that:

- Previous work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weather tight.

9.8 Compliance

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
 - Properties tested.
 - Pass/ fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
- Analysis of results.

9.9 General Quality of Workmanship:

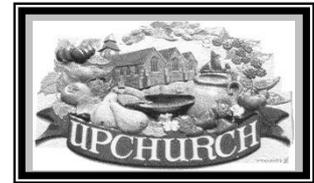
- Operatives must be appropriately skilled and experienced for the type and quality of work.
- Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- Inspect components and products carefully before fixing or using and reject any which are defective.
- Fix or lay securely, accurately and in alignment.
- Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20.
- Provide suitable packings at screwed and bolted fixings to take up tolerances and prevent distortion. Do not overtighten.
- Adjust location and fixing of components and products so that joints which are open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

9.10 Water for The Works

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
 - Evidence of suitability is provided.
 - Tested to BS EN 1008 if instructed.

Samples/Approvals

9.11 Samples: Where approval of a product is specified the requirement for approval



relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.

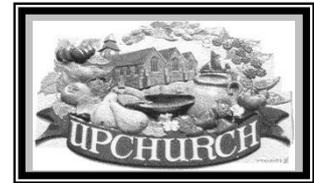
- 9.12 Approvals:** Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:
- To the express approval of the CA or
 - To match a sample expressly approved by the CA as a standard for the purpose.

Accuracy/Setting Out Generally

- 9.13 Setting Out:** Check the levels and dimensions of the site against those shown on the drawings and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.
- 9.14 Setting Out:** Inform CA when overall setting out is complete and before commencing construction.
- 9.15 Appearance and Fit:**
- Arrange the setting out, erection, juxtaposition of components and application of finishes to ensure satisfactory fit at junctions, no practically or visually unacceptable changes in plane, line or level and a true, regular finished appearance.
 - Wherever satisfactory accuracy fit and/or appearance of the work are likely to be critical or difficult to achieve obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.

Services Generally

- 9.16 Services Regulations:** Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.
- 9.17 Water Regulations/Byelaws Notification:** Notify the Water Authority of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. Allow adequate time to receive the Authority's consent before starting work. Inform the CA immediately if consent is withheld or is granted subject to significant conditions.
- 9.18 Water Regulations/Byelaws Contractor's Certificate:** On completion of the work, submit to the CA (and where required also to the Water Authority) a certificate including:
- The address of the premises.
 - A brief description of the new installation and/or work carried out to an existing installation.
 - The Contractor's name and address.
 - A statement that the installation complies with the relevant Water Regulations or



Byelaws.

- The name and signature of the individual responsible for checking compliance.
- The date on which the installation was checked.

9.19 Gas, Oil and Solid Fuel Appliance Installation Certificate: Hand over to the CA before Practical Completion a certificate stating:

- The address of the premises.
- A brief description of the new installation and/or work carried out to an existing installation.
- Any special recommendations or instructions for the safe use and operation of gas appliances and flues.
- The Contractor's name and address.
- A statement that the installation complies with the Gas Safety (Installation and Use) Regulations.
- The name and signature of the GAS SAFE registered individual responsible for checking compliance.
- The date on which the installation was checked.

9.20 Service Runs: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.

9.21 Mechanical and Electrical Services must have final tests and commissioning carried out so that they are in full working order at Practical Completion. Appropriate test certificates are to be handed to the CA on completion

Supervision/Inspection/Defective Work

9.22 Defects in Existing Construction to be reported to CA without delay. Obtain instructions before proceeding with work which may:

- Cover up or otherwise hinder access to the defective construction, or
- Be rendered abortive by the carrying out of remedial work.

9.23 Timing of Tests and Inspections: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA 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.

9.24 Air Permeability

- N/A

9.25 Continuity of Insulation

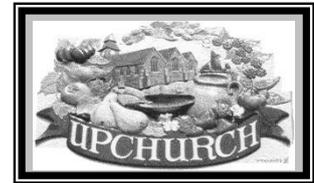
- N/A

9.26 Resistance to Passage of Sound

- N/A

9.27 Proposals for Rectification of Defective Work/Products:

- As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance,



submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

- Such proposals may be unacceptable to the CA, and contrary instructions may be issued.

Work at Or After Completion

9.28 Generally:

- Make good all damage consequent upon the work.
- Remove all temporary markings and protective coverings.
- Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, and efflorescence, rubbish and surplus materials.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted/repainted work, carefully matching colour. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

9.29 Security at Completion: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.

9.30 Making Good Defects: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

10. Security/Safety/Protection

Generally

10.1 The Pre-Quotation Health and Safety Plan is integral with the project Preliminaries, including but not restricted to the sections set out below.

Nature of the project: Section A 1 and A 3.

The existing environment: Section A 2.

Existing drawings: Sections A 1 and A 2.

The design: Section A 10

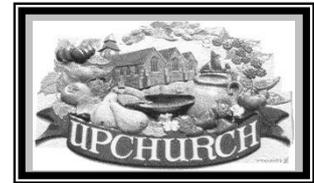
Construction materials: Section A 10

Site-wide elements: Section A 2.

Overlap with client's undertaking: Sections A 10 and A 12.

Site Rules: Sections A 10 and A 11.

Continuing liaison: Section A 7.



10.2 Construction Hazards arising from the design of the project include those identified below. Common hazards which should be controlled by management and good site practice are not listed.

General

Without prejudice to the contractor's general obligations to ensure compliance with all Health and Safety Statutory Requirements. The contractor shall in particular observe and comply with: -

Any specific conditions, warning or directive may be given by any member of the project team on any matter relating to Health and Safety.

The relevant provisions of any Council safety policy applicable to operations of the type in question when undertaken by an appointed Council employee being a safety policy of which a copy can be viewed at the office of the Principal Designer.

Any safety method statement agreed between the contractor and Principal Designer before the work begins, identifying the safety precautions to be taken.

Services: All work carried out to or which effects new or existing services must be in accordance with Bye Laws or Regulations of the relevant Statutory Authority.

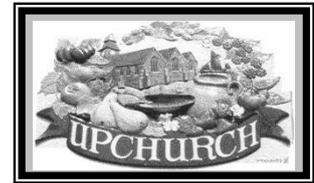
Site Central: Establish and maintain procedures to ensure that the works, including the work of all sub-contractors comply with the specified and statutory requirements and maintain site records.

Security: Adequately safeguard the sites, 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. The Contractor shall provide his employees with identification papers/card stating name of company, employee's name and photograph, all to the approval of the Employer. All Contractors Personnel shall wear clean uniforms/overalls bearing the Contractors name when on site.

Occupied Premises: The existing buildings surrounding access ways and any public areas will be occupied and/or used during the contract. Carry out the works without undue inconvenience and nuisance and without danger to occupants and users.

Employers Representatives Site Visits: Inform the Principal Designer of all safety provisions and procedures which will require the compliance of the employer or his representatives when visiting the site, provide protective clothing and/or equipment to the employer and his representatives as appropriate.

The construction phase Health and Safety plan is developed by the Principal Contractor from the pre-Quotation stage Health and Safety plan. This plan must be submitted to the CA not less than two weeks before the proposed date to the start of construction work. Do not start construction work until the employer has confirmed in writing that in his view the construction phase Health and Safety plan includes the procedures and arrangements required by the Construction (Design and Management) Regulation 2015). The plan must include:



Detailed proposals for managing Health and Safety during the construction phase together with site rules and emergency procedures.

Method Statements related to the hazards identified in the pre-Quotation health and safety plan and/or statements on how the hazards will be addressed and all the significant hazards identified by the contractor.

Hazard: Erection of Steel Structural Frames

Precautions Assumed: All steel erection work is to be carried out in accordance with a design plan. A safety method statement prepared detailing management and supervisory responsibilities, stability of structure, safe system of works, access arrangements, loading limits, prevention of falls of persons and materials, arrangements for delivery and storage of materials fabrication and assembly. Erection is carried out by competent workers, all lifting appliances used must be appropriate to the task if loads are likely to rotate, hand lines should be used where possible, working platforms should be used in preference to safety lines and harnessed etc. If harnesses are used, they should comply with BS EN361 safety nets comply with BS 3913.

Hazard: Cleaning

Differing types of cleaning can result in injury caused by falls from height, slips, trips and falls, cuts, hazardous substances, biological agents and electric shock.

Precautions Assumed: Provide adequate levels of supervision work to be planned so only one trade working in area at a time, carry out COSHH Assessments when biological chemicals are used, provide adequate P.P.E.

Hazard: Unloading and Loading of Vehicles

Precautions Assumed: High visibility clothing to be worn by all involved, wherever possible, minimise human involvement by using mechanical handling methods, obtain load weights and centre of gravity before moving anything, provide appropriate P.P.E.

Hazard: Abrasive Cleaning

Precautions Assumed: All work should be carried out by specialists who have the expertise to work at heights, provide two-way communication, the agreed procedure, controls and co-ordination arrangements should be recorded in the contractor's safety method.

Hazard: Abrasive Wheels

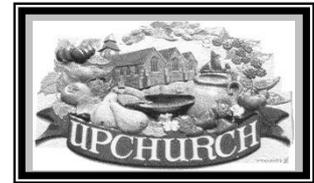
Precautions Assumed: Operatives should be appointed and trained in the use and changing abrasive wheels and disc, wherever practicable abrasive wheels should be fitted with working guards designed to contain every part of the wheel if it fractures, provide good ventilation.

Hazard: Cable Pulling

Precautions Assumed: A pre-stat survey is carried out to establish the route of the cable, the availability of space for laying out, manpower and equipment requirements and to note other foreseeable hazards.

Hazard: Carpentry and Joinery

Precautions Assumed: Ensure that the program of works provides for segregation



of these works, only competent persons should use powered equipment, adequate dust control (dust extraction) should be in place or respiratory protection provided, all machinery and hand tools should be inspected before use, display all mandatory signs.

Hazard: Cartridge Operated Tools

Precautions Assumed: Foreman should be aware of the risk and rules for safe use, all COTS should be issued and returned to responsible person only trained operatives over the age of 18 should use COTS.

Hazard: Concreting Operations (Pouring slab)

Precautions Assumed: Provide safety method statement for this work to include the method of importing and placing the concrete on site, plant siting and traffic management schemes formalised, all falsework and formwork should be checked before concrete is put in place.

Hazard: Concreting Operations (Pre-cast)

Precautions Assumed: A safety method statement should be prepared by the specialist contractor before work begins using the design brief information from the principal contractor. Precautions should be taken to ensure that unauthorised persons do not enter the site during operations, provide sign barriers.

A site survey is undertaken to detect any overhead power lines, provide appropriate P.P.E. and display relevant notice and signs.

Hazard: Falsework

Precautions Assumed: The contracts manager is to ensure that the equipment, facilities and working practices etc are maintained to the appropriate standards by arranging regular inspections by a competent person. Careful thought should be given to the loading programme throughout the use of any falsework structure. All falsework should comply to the guidelines set out in BS 5975. Safe access should be provided and maintained at all times.

Hazard: Forming Openings

Precautions Assumed: Suitably qualified person/s to be appointed to plan and control the work only competent trades/Contractors to undertake these tasks, an assessment to be made of the soundness of the basic structure and a method statement must be prepared.

Hazard: Forming Holes in Floor Slabs

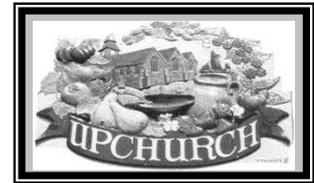
Precautions Assumed: Work must be planned and there must be liaison with all contractors involved or affected, the area below the work is to be cordoned off to prevent people wandering around under the works, display warning notices.

Hazard: Painting

Precautions Assumed: COSHH assessments carried out and the relevant information given to workers, method statements are required for pain spraying in a building, specify alternative to harmful paints/varnishes should be considered.

Hazard: Plastering and Rendering

Precautions Assumed: Provide suitable access equipment e.g. base lift, scaffold,



MEWPs, during plastering or/and rendering is carried out, all doors to be covered.

Hazard: Roof Work

Precautions Assumed: Provide safe system of access /egress of roof area, space at ground level must be provided for materials and equipment, all persons involved in or working adjacent to work must wear appropriate P.P.E, place warning notices (Men working overhead) should be placed around the work area.

Hazard: Adhesive, Cement, Sealants, Insulation Materials, Paint, Silicon

Precautions Assumed: Provide appropriate control measures and issues of P.P.E.

Hazard: Buried Services, Electrical/Gas/Water

Precautions Assumed: Confirm locations of buried services by survey and clearly mark locations of identified services.

Hazard: Working at Height

Precautions Assumed: All scaffolding to have suitable guard rails, toe boards to contain workers and equipment, all ladders to be secured and inspected for safe use.

Hazard:

Precautions Assumed: Cutting operations should be performed following relevant guidelines to minimise amount of dust and issue P.P.E.

Hazard: Mechanical and Electrical (connection/disconnection)

Precautions Assumed: Permit to work systems required relevant guidelines and only trained operatives used for connection/disconnection of M&E services.

Hazard: Trailing and Extension Leads

Precautions Assumed: Only 110-volt power tools to be used. Leads to be laid with protective edges and signs.

Hazard: Hot Working

Precautions Assumed: Permit to work system required and provision of fire extinguishers and issue of P.P.E.

Hazard: Manual Handling

Precautions Assumed: Eliminate at source if possible, should this not be possible provide suitable lifting equipment, training, P.P.E, refer to Lifting Operations and Lifting Equipment Regulations for further information.

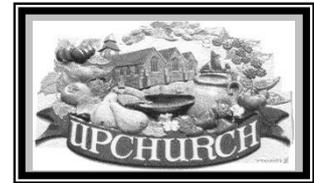
Hazard: Electrical tools

Precautions Assumed: All electrical tools used are to be 110 volts or battery operated.

Hazard: Waste

Precautions Assumed: Remove rubbish, debris, surplus materials, spoil regularly and keep the site and works area clean and tidy at all times.

Hazard: Excavation Work



Precautions Assumed: Provide method statement, issue P.P.E, work in pairs, signs, barriers, dependant on type of soil and depth of excavation.

Hazard: Interaction with other Site Workers/Users

Precautions Assumed: Ensure provisions of correct and proper clear signage, barriers, were work areas meet.

Hazard: Smoking

Precautions Assumed: Smoking will not be permitted on site.

Hazard: Burning on Site

Precautions Assumed: Burning on site of materials from the works will not be permitted.

Hazard: Noise

Precautions Assumed: Comply with BS 5228 in minimising noise levels during the works, noise levels to be kept below 70db(A) when measured from site boundary.

Hazard: Contractors Activities

Precautions Assumed: Assumed activities where present will affect others and require particular safety awareness measures when working at height:

Hazard: Erection and Dismantling of Scaffolding;

Working above and adjacent to other users;

Hazard: Working on Roof Edge;

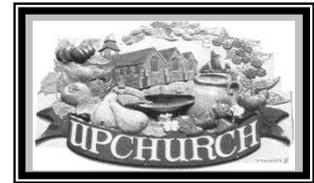
Scaffold, Access towers, ladders etc restricting safe access/egress to other users;
Construction work generating noise, dust;
Erection of steel girders;

Hazard: Removal and Delivery of Materials

Precautions Assumed: All loading and unloading of heavy materials are to be carried out by mechanical means.

HSE Approved Publications

Gas Safety (Installations and Use) Regulations 1998
BS 6644
BS 6700
Water Supply Regulations 1999
Pressure Systems and Transportable Gas Containers Regulations 1989
Health and Safety at work Regulations etc Act 1974
Management of Health and Safety at work regulations 1999
Managing construction for Health and Safety
The construction (Health, Safety and Welfare) Regulations 1996
The construction (head protection) Regulations 1989
The construction (lifting operations) Regulations 1961
The construction (design and Management) Regulations 2007
Reporting accidents and work-related diseases
Electricity at work regulations 1989
BS 7671 2007 (IEE Wiring Regulations 17th Edition)



The provision and use of work equipment Regulations 1998
The listing operations and lifting equipment Regulations 1998
Manual handling operations Regulations 1992
Control of substances hazardous to Health Regulations 1999
The Control of Asbestos Regulations 2006

10.3 Health Hazards:

- Health hazards arising from specified construction materials include those identified below:
- Common hazards, which should be controlled by good management and site practice, are not listed.

10.4 The Construction Phase Health and Safety Plan developed from the Pre-Quotation Health and Safety Plan must be submitted to the CA not less than one before the proposed date for start of construction work. Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulation 23(1) (2). The plan must include:

- Detailed proposals for managing health and safety during the construction phase together with site rules and emergency procedures.
- Method statements related to the hazards identified in the pre-Quotation health and safety plan and/or statements on how the hazards will be addressed and other significant hazards identified by the contractor.

10.5 HSE Approved Codes of Practice: Comply with the following:

- Management of health and safety at work.
- Managing construction for health and safety.

10.6 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.

10.7 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 CA.

10.8 Occupied Premises:

- Existing buildings will be occupied and/or used during the Contract and this will be discussed at the pre-contract meeting
- Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users.

10.9 Occupier's Rules and Regulations: Comply with the Occupier's Rules and Regulations affecting the site.

10.10 Employer's Representatives Site Visits:

Inform the CA 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 the Employer's representatives when visiting the site. Provide



protective clothing and/or equipment for the Employer and the Employer's representatives as appropriate.

Protect Against the Following:

10.11 Noise:

- Comply generally with the recommendations of BS 5228: Part 1, clause 9.3 for minimising noise levels during the execution of the works.
- Noise levels from the works are to be kept below 70 dB(A) when measured from the site boundary.
- Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Do not use pneumatic drills and other noisy appliances during school/office hours without consent of the CA.
- Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.

10.12 Pollution: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways.

10.13 Use of Pesticides will not be permitted.

10.14 Nuisance: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

10.15 Asbestos Based Materials: Report immediately to the CA any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials. Agree with the CA methods for safe removal or encapsulation.

10.16 Fire Prevention: 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.

10.17 Burning on Site of materials arising from the work will not be permitted.

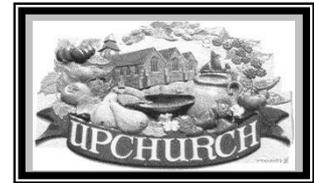
10.18 Moisture: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

10.19 Infected Timber: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.

10.20 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.

Protect the Following:

10.21 Work in All Sections: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

10.22 Existing Services:

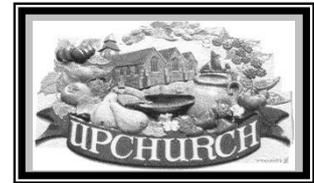
- Notify all service authorities and adjacent owners of the proposed works not less than one week before commencing site operations.
- Before starting work check and mark positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
- Observe service authorities' recommendations for work adjacent to existing services.
- Adequately protect and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.
- Identify below ground services with signboards, giving type and depth, and overhead services with headroom markers.
- If any damage to services results from the execution of the Works, immediately notify CA and appropriate service authority. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.
- Replace marker tapes or protective covers disturbed by site operations to the service authority's recommendations.

10.23 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.

10.24 Retained Trees/Hedges/Shrubs/Grassed Areas:

- Adequately protect and preserve, except those which are to be removed.
- Replace to approval or treat as instructed any species or areas damaged or removed without approval.
- Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.

10.25 Existing Features: Prevent damage to existing buildings, fences, gates, walls, roads,



paved areas and other site features which are to remain in position during the execution of the Works.

10.26 Existing Work: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

10.27 Existing Furniture, Fittings and Equipment: Prevent damage to any furniture, fittings or equipment left in the existing property. Move as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions.

10.28 Existing Structures:

- Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as may be necessary to preserve 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.
- Monitor adjacent structures and immediately report excessive movement to the CA.
- Do not remove supports until new work is strong enough to support the existing structure. Prevent overstressing of completed work when removing supports.

11. Specific Limitations on Method/Sequence/Timing

11.1 Method/Sequence of Work:

At contractor's discretion, but must comply with Clause A 4.1

11.2 Access to The Site: See section A 3.

11.3 Use of The Site: See section A 3.

11.4 Scaffolding: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.

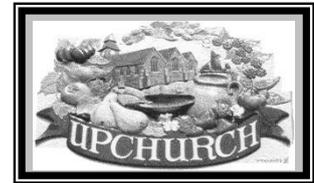
11.5 Working Hours:

Within 07.00 – 20.00 – Monday to Friday, unless authorised by the CA.

12. Facilities/Temporary Work/Services

12.1 Locations: Inform CA of the intended siting of all spoil heaps, temporary works and services.

12.2 Maintain, alter, adapt and move temporary works and services as necessary.



Remove when no longer required and make good.

12.3 Existing Accommodation: The Contractor will not provide his own sanitary accommodation during the course of the works.

12.4 Temporary Fence(s)/Hoarding(s)

Make the site secure; pay particular attention to the exclusion of children; maintain all fire exits/routes and or as agreed with the management.

12.5 Temporary Screen(s): Erect and dismantle all necessary temporary screens between existing work areas.

12.6 Lighting: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

12.7 Lighting and Power: Provide all requisite temporary lighting and power for the whole of the works including that required by all sub-contractors, statutory undertakers, etc. and pay all charges in connection therewith. The installation shall be in accordance with CP1070 and shall be properly used and maintained.

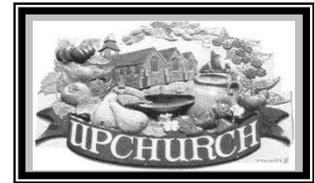
12.8 Telephones: Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone

13. Operation/Maintenance of the Finished Building

13.1 The Building Manual

- Purpose: The Building Manual (incorporating the Health and Safety File) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems to enable efficient and safe operation and maintenance. The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to the CA for checking by the Principal Designer and for delivery to the Employer.

- Compilation:
- Prepare all information for Contractor designed or performance specified work including as-built drawings.
- Obtain or prepare all other information to be included in the Manual.
- Content:
 - Part 1: General: Content as clause 121.
 - Part 2: Building Fabric: Content as clause 133.
 - Part 3: Building Services: Content as clause 143.
- Presentation of Manual: As clause 151.
- Reviewing the Manual:
- Review process: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Latest date for submission: 1 weeks before the date for submission of final copies.
- Final copies of the Manual:



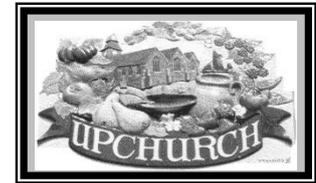
- Number of copies: Two
- Latest date for submission: 1 weeks before the date for completion stated in the contract.
- As-built drawings:
- Number of copies: 2
- Medium: 1 paper, 1 electronic in CAD

13.2 The Health and Safety File

- Purpose: Include adequate information about the structure or materials used which might affect the health or safety of anyone carrying out construction or cleaning work or of anyone who may be affected by such work.
- Contractor designed and performance specified work: Obtain or prepare the following and submit to the Principal Designer:
 - Details of key structural principles, including safe working floor and roof loads.
 - Details of construction methods and materials, including COSHH dated data sheets, which may present residual hazards with respect to cleaning, maintenance, repair, renovation or demolition.
 - General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric.
 - As-built drawings.
- Contractor Other information: Obtain or prepare the following and submit to the Principal Designer:
 - The nature, location and markings of utilities and services, including emergency and firefighting.
 - Instructions for operation, maintenance, dismantling and removal of equipment and systems.
 - Details of hazards associated with the materials used in the construction.
 - Access requirements/restrictions.
- Contractor Copies of the File:
 - Number of copies: 2
 - Latest date for submission: 1 weeks before the date for completion stated in the contract.

13.3 Content of the Building Manual Part 1: General

- The property:
 - A description of the buildings.
 - Details of ownership.
- The parties: Names, addresses (including e-mail), telephone and fax numbers of the following:
 - Consultants and designers including name and number of individuals to be contacted in case of emergency.
 - Authorities and statutory undertakers plus copies of consents and approvals.
 - Contractors, subcontractors, suppliers and manufacturers.
 - Maintenance contractors.
- Operational requirements and constraints of a general nature: Include details not relevant to other parts of the Building Manual.
- The fire safety strategy for the buildings and site: Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and firefighting systems, services shut-off valves, switches, etc.

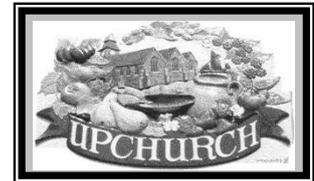


13.4 Content of the Building Manual Part 2: Building Fabric

- Design criteria: Floor and roof loadings, loading restrictions, insulation values, fire ratings and other performance requirements.
- Construction of the building:
 - A detailed description of methods and materials used.
 - As-built drawings recording details of construction, together with an index.
 - Information about repair, renovation or demolition.
- Maintenance of the building fabric: Instructions for general maintenance detailing work to be done, acceptable tolerances and frequency of operation.
- Product details: Copies of manufacturers' current literature including COSHH dated data sheets and recommendations for cleaning, repair and maintenance.
- Environmental and trafficking conditions: Details of those that may result in damage/disfigurement.
- Fixtures and fittings: Schedules including manufacturer and product reference.
- Guarantees, warranties and maintenance agreements: Obtain from suppliers, subcontractors and manufacturers.
- Test certificates and reports required in the specification.

13.5 Content of the Building Manual Part 3: Building Services

- Description of the systems:
 - Ensure that the Employer's staff fully understands the scope and facilities provided.
 - List maximum loads, services capacity and restrictions.
 - Include limitations of any user performance.
- Operation:
 - A description of the mode of operation of all systems.
 - Starting up, operating and shutting down instructions for all equipment and systems.
 - Control sequences for all systems.
 - Procedures for seasonal changeovers.
 - Procedures for fault finding.
- Diagrammatic drawings: For each system, indicating principal items of plant, equipment, valves, etc.
- Product details:
 - Name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers' technical literature for plant and equipment. Include detailed drawings, electrical circuit details and operating and maintenance instructions.
 - Instructions for dismantling and removing equipment and systems.
- Test certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests): For the plant, equipment, valves, etc., used in the installations.
- Guarantees, warranties and maintenance agreements: Obtain from subcontractors and manufacturers.
- Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- Preventive maintenance: Recommendations for frequency and procedures to be adopted to ensure the most efficient operation of the systems.
- Lubrication: Schedules for lubricated items.
- Consumables: A list of normal consumable items.
- Spares: 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.

- Emergencies: Procedures, including telephone numbers for emergency services.

13.6 Presentation of Building Manual

- Format: A4 size, plastics covered, loose leaf, four-ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.

13.7 Training: Before Practical Completion explain and demonstrate the operation of the installation to the Employer's representative and client.

14. Provisional Work/Items

14.1

- Include the Provisional Sum of
- Description: Footpath Lighting in Upchurch Parish

14.2 CONTINGENCIES:

Include the Provisional Sum of £5,000.00

The Provisional Sums provided in the specification are used solely to indicate gross amount, inclusive of Contractor's profit and all other elements of cost. These sums will be deducted in whole or in part as required and no claim for loss of profit will be entertained in this respect. No adjustment will be made to the total of the Contractors Preliminaries whether the provisional sums be omitted or expended.

Total Identified in General Summary of Quotation