

(1) THE SECRETARY OF STATE FOR EDUCATION

- and -

(2) ETEC CONTRACT SERVICES LIMITED

CONTRACT

relating to

the provision of the provision of minor works to
support the older buildings research project incorporating the conditions of
the JCT Measured Term Contract 2016 Edition

AGREEMENT

THIS CONTRACT is made on

2025

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Employer**"); and
- (2) **ETEC CONTRACT SERVICES LIMITED** (company number 05392794) whose registered office is at Suite 7, Elmhurst, 98-106 High Road, South Woodford, Essex, England, E18 2QH (the "**Contractor**").

RECITALS

Whereas:

- First** the Employer requires the provision of minor works to support the older buildings research project to be carried out in: schools and colleges across the South region in England
- (the **Contract Area**) in accordance with the details set out or referred to in the Contract Particulars;
- Second** the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** the Contractor has supplied to the Employer, or will supply upon request, the Contractor's safety policy complying with Statutory Requirements;
- Fifth** the Supplemental Provisions identified in the Contract Particulars apply;
- and
- Sixth** this Contract is entered into pursuant to and is supplemented by the RM6088 - Construction Works and Associated Services (CWAS) (the "**Framework**").

ARTICLES

IT IS HEREBY AGREED as follows:

1. CONTRACTOR'S OBLIGATIONS

The Contractor shall carry out and complete all Orders that are placed with him during the Contract Period in accordance with the Contract Documents. Where the Contract Period has expired but the Contractor has already performed Works on a Site, the Employer shall have the right to place a further Order or Orders in relation to that Site.

2. PAYMENT

The Employer will pay the Contractor at the times and in the manner specified in the Conditions amounts set out in the Order or, where the amounts are not set out in the Order, as calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to item 13).

3. ARCHITECT/CONTRACT ADMINISTRATOR

For the purposes of this Contract the "Contract Administrator" [REDACTED] or, if she ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

4. CDM REGULATIONS - PRINCIPAL DESIGNER AND PRINCIPAL CONTRACTOR

Unless otherwise specified in an Order, the "Principal Designer" for the purposes of the CDM Regulations [REDACTED] of Arcadis Consulting (UK) Ltd or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or specific Orders.

The "Principal Contractor" for the purposes of the CDM Regulations is the Contractor, or such replacement as the Employer at any time appoints to fulfil that role either in relation to all Orders or specific Orders.

5. ADJUDICATION

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

6. ARBITRATION

Does not apply.

7. LEGAL PROCEEDINGS

Subject to Article 5, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

8. COLLATERAL WARRANTIES, PERFORMANCE BOND AND DEED OF GUARANTEE

8.1 If requested by the Employer, the Contractor shall within 10 Business Days of request execute and deliver

(a) a collateral warranty in the form set out in Schedule 4; and/or

(b) a letter of reliance in the form set out in Schedule 4

in favour of any party as the Employer may direct.

8.2 If requested by the Employer, the Contractor shall procure the execution and delivery to the Employer of a performance bond in favour of the Employer in amount equal to 10 per cent of the anticipated value of work to be carried out under this Contract, in the form set out in Schedule 7 to this Contract (with only such amendments as the Employer may approve and/or reasonably require) and with a reputable surety based within the United Kingdom and approved by the Employer in writing.

8.3 If the Contractor does not procure the execution and delivery of the performance bond in accordance with Article 8.2 then, notwithstanding any other term of this Contract, the Employer shall (subject to the payment provisions in clause 4) be entitled to retain out of monies becoming due to the Contractor a sum equal to 10 per cent of the anticipated value of work to be carried out under this Contract. Any amount so retained shall become due for release to the Contractor only when such performance bond is provided (or, if none is provided, on the date on which a performance bond in the form set out in Schedule 7 would have lapsed had it been provided, less any amounts which the Employer may have been entitled to claim under the performance bond had such performance bond been provided).

8.4 The Contractor shall procure the execution as a deed and delivery to the Employer by the Guarantor on or before the date of this Contract a deed of guarantee in the form set out in Schedule 10 to this Contract with only such amendments as the Employer may approve.

- 8.5 Should the deed of guarantee not be delivered to the Employer in accordance with Article 8.4 then, notwithstanding any other term of this Contract, the Employer shall (subject to the payment provisions in clause 4) be entitled to withhold all future payments to the Contractor until such time as the deed of guarantee has been delivered. The Employer's right to withhold payment under this Article 8.5 shall not apply once the Contractor satisfies his obligations under Article 8.4.

9. SCHEDULE OF AMENDMENTS

The conditions of JCT Measured Term Contract 2016 edition including sections 1 to 9 and the Schedules annexed thereto ("MTC 2016") are intended to be and are hereby incorporated into and amended and supplemented by the Schedule of Amendments contained in Appendix A to this Contract ("the Conditions") and this Contract shall be read and construed accordingly.

10. ENTIRE AGREEMENT

- 10.1 The terms and conditions of this Contract and the obligations, warranties and undertakings which it contains are deemed to apply to all works and Orders both before and after the date of this Contract and this Contract supersedes any previous, agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter between the Parties with regard to the same unless the Parties have expressly agreed to the contrary.
- 10.2 The Contractor confirms that in entering into this Contract he has not relied upon any warranty, representation, agreement, statement or undertaking other than as are expressly set out in this Contract and that (in the absence of fraud) he will not have any claim, right or remedy whatsoever arising out of such warranty, representation, agreement, statement or undertaking including, without limitation, any claim for rescission or damages in respect of innocent or negligent misrepresentation.
- 10.3 Notwithstanding any other provision of this Contract, the Contractor's obligations and/or liabilities under this Contract shall not be removed, reduced, qualified or limited by any enquiries, approvals, admissions, comments, consents, confirmations, sanctions, acknowledgement, advice, inspections, attendance at meetings or any failure in relation to the same by the Employer or his agents or representatives or persons authorised by the Employer to access the Sites including for the avoidance of doubt any comments and/or responses issued to the Contractor pursuant to clause 2.1 and/or any interim or final payments and/or any programme. Approval of drawings shall not constitute an acceptance of any variations incorporated in any drawings, and only variations specifically instructed or sanctioned by the Employer in accordance with clause 3.5 shall constitute a variation for the purposes of this Contract.

11. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

Contract Particulars

	Subject	Provisions
1.1	Properties and description of the types of work	Minor works in education settings across the South region of England to support the Older Buildings Research project
1.2	Description of the types of work for which Orders may be issued	Works include: <ul style="list-style-type: none">• Opening up

		<ul style="list-style-type: none"> • Asbestos Refurbishment and Demolition surveys • Asbestos removal in localised areas, including making good and re-occupancy certification. • Testing of samples, both on and off-site. • Making good in all areas. • Factual reporting of test results and observations.
2. Supplemental Provisions (Fifth Recital and Schedule)	<p>Supplemental Provisions (Where neither entry against an item below is deleted, the relevant paragraph applies.)</p> <p>Collaborative working</p> <p>Health and safety</p> <p>Cost savings and value improvements</p> <p>Sustainable development and Environmental considerations</p> <p>Performance Indicators and Monitoring</p> <p>Notification and negotiation of disputes</p> <p>If Paragraph 6 applies, the Respective nominees of the Parties are</p>	<p>Paragraph 1 applies</p> <p>Paragraph 2 applies</p> <p>Paragraph 3 applies</p> <p>Paragraph 4 applies</p> <p>Paragraph 5 applies</p> <p>Paragraph 6 applies</p> <p>Employer Nominee:</p> <div style="background-color: black; width: 100px; height: 20px;"></div>
		<p>Contractor's Nominee:</p> <div style="background-color: black; width: 100px; height: 20px;"></div> <p>or as such replacement as each Party may notify to the other from time to time</p>

3	Contract Period (Article 1 and Clause 7.1) (as amended)	Subject to clause 7.1 the Contract Period will be 7 months with the right, at the Employer's sole discretion, to extend by one or more successive extensions to a maximum of 4 months commencing on the 16 June 2025
4	Arbitration (Article 7)	Article 7 and Clauses 9.3 to 9.8 (Arbitration) do not apply
5	BIM Protocol (Clause 1.1)	Not applicable
6	Orders – Minimum and Maximum value (Clause 2.4)	The Employer gives no guarantee as to the size or frequency of any Orders
7	Orders –Value of work to be carried out (Clause 2.5)	£1,250,000 per region
8	Orders – Priority Coding (Clause 2.6)	To be commenced within 14 days
9	Cap on liability (Clause 2.32)	£4,350,000
10	Construction Industry Scheme (CIS) (Clause 4.2)	The Employer at the commencement of the Contract Period is not a 'contractor' for the purposes of the CIS.
11	Progress payments (Clause 4.3.1)	Estimated value of an Order above which progress payments can be applied for is: N/A
12	Responsibility for measurement and valuation (Clause 5.2)	The Contract Administrator shall, where the Order Price is not fixed, measure and value the relevant part of the Orders
13	Schedule of Rates National Schedule of Rates Rates – Fluctuations (Clauses 5.6.1) Basis and dates of revision	The Schedule of Rates identified in Schedule 3 (Schedule of Rates) together with the Specification applicable to this Contract included in or annexed to it Does not apply Does not apply Does not apply

14	<p>Day work (Clauses 5.4, 5.6.3 and 5.6.4)</p> <p>Valuation – percentage additions</p>	<p>Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:</p> <p>Overheads and profit on Materials:</p> <p>Overhead and profit on Plant, Services and Consumable Stores:</p> <p>Overheads and profit on Sub-Contractors</p>
	<p>Revision of Schedule of Hourly Rates</p> <p>Clause 5.6.3</p>	<p>Does not apply</p>
15	<p>Overtime work (Clause 5.7)</p> <p>The percentage addition in respect of overheads and profit on non- productive overtime rates is</p>	<p>Clause 5.7 has been deleted and does not apply</p>

16	<p>Insurance (Clauses 6.4.1, 6.7A, 6.8, 6.11, 6.15, 6.16 and 6.17)</p> <p>.1 Contractor's Public and Products Liability insurance: injury to persons or property – the required level of cover is not less than</p> <p>Employers' Liability insurance: injury to employees of the Contractor – the required level of cover is not less than</p> <p>.2 Percentage to cover professional fees (if no other percentage is stated, it shall be [REDACTED] per cent.)</p> <p>.3 Insurance of existing structures – clause 6.7A.1</p> <p>.4 Insurance of work or supply comprised in Orders – clause 6.7B (If neither entry is deleted, the clause does not apply.)</p> <p>.5 Where clause 6.7B applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)</p> <p>.6 Terrorism Cover – details of the required cover</p>	<p>£10,000,000 for any one occurrence or series of occurrences arising out of one event but in the aggregate for products liability</p> <p>£10,000,000 for any one occurrence or series of occurrences arising out of one event</p> <p>[REDACTED]</p> <p>See 6.7A.1</p> <p>See 6.7A.1</p> <p>Not Applicable</p> <p>Pool cover is required</p>
17	Break Provisions – Employer or Contractor (Clause 7. 1)	The period of notice is 13 weeks
18	Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	<p>Adjudication: Shall be nominated by The Royal Institute of Chartered Surveyors</p>

By signing below, the Contractor confirms that this Contract is irrevocably and unconditionally released to the Employer for completion.

This Contract has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The CORPORATE SEAL of the)
SECRETARY OF STATE FOR)
EDUCATION herewith affixed and)
authenticated)

Authorised by
the Secretary of
State

Full name (Block
Capitals)

EXECUTED AS A DEED by ETEC CONTRACT SERVICES LIMITED

acting by a Director in the presence of a Witness:

.....
Director

Signature (Witness).

Print Name

Address

.....
Occupation

APPENDIX A

Schedule of Amendments to the Conditions of Contract

Based on printed version, published March 2017. Line references may vary in copies produced from the publisher's digital service.

CONDITIONS

Section 1 Definitions and Interpretation

1.1 Definitions

Amend existing definitions and insert new definitions, as follows:

Asbestos:	has the meaning given to it in the Control of Asbestos Regulations 2012 SI 2012/632;
Asbestos Survey:	the Asbestos survey(s) appended to the relevant Order
Barred Lists:	the barred lists provided for under the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012 (as may be amended or re-enacted from time to time);
Building Regulations	Building Regulations 2010
CBO:	a criminal behaviour order as defined in the Anti-social Behaviour, Crime and Policing Act 2014;
Conditions:	delete the definition and replace with: "the clauses set out in sections 1 to 11 of these Conditions together with and including the Schedules 1 – 4 and Appendix A attached hereto."
Confidential Information:	any information concerning, comprising or relating to the business affairs of the other party, this Contract, any other contractor involved in cost sharing arrangements and all related documents, and personal information or details in respect of any employee of either party;
Consents:	any planning permissions referred to in the Contract Documents (if applicable) or any other planning permissions relating to the Works, the approvals of reserved matters relating to the conditions attaching to any planning permissions referred to in the Contract Documents or any other planning permissions relating to the Works, and all other permissions, consents, approvals, licences, certificates, authorisations, and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Works and if they are destroyed or damaged the reinstatement of the Works;
Contract Documents	the Agreement, these Conditions (as amended by the Schedule of Amendments), the Specification and the Schedule of Rates;

Contractor's Prices:	Tendered	the prices as set out in Schedule 3 (Schedule of Rates)
Contractor's Rates:	Tendered	the prices as set out in Schedule 3 (Schedule of Rates)
Convictions:		other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order);
Crown Body:		any department, office or agency of the Crown;
Date for Handover		as specified in an Order;
Disclosure and Barring Scheme:		the disclosure and barring scheme operated by the Disclosure and Barring Service;
Disclosure and Barring Service:		the non-departmental public body established pursuant to the Protection of Freedoms Act 2012;
DOTAS:		the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
Educational Services:		the provision of teaching and pastoral support for school age children, the provision of careers advice, liaison with parents and guardians of pupils and the carrying on of extra-curricular activities for pupils and the use of educational accommodation by the local community;
Employer:		in the definition of Employer at the end insert: "and its permitted assignees under this Contract."
Enhanced with Lists Check:		the check carried out by the Disclosure and Barring Service that also includes a check of the Barred Lists;
Enquiry:		a request in such form as the Employer issues from time to time by the Employer to the Contractor indicating that the Employer wishes to place an Order with the Contractor for the provision of works and/or services and which includes a written description of the location, scope and required timescales of such works and/or services.

Environmental Information Regulations:	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;	
Existing Buildings	those buildings at the Site in which the Works are to be undertaken;	
FOIA:	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;	
General Anti-Abuse Rule:	(a)	the legislation in Part 5 of the Finance Act 2013; and
	(b)	any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions;
Good Industry Practice:	that degree of skill, care, prudence and foresight which would ordinarily be expected from time to time from a skilled and experienced building contractor under the same or similar circumstances;	
Guarantor	a person or entity approved by the Employer to give the deed of guarantee set out in Schedule 10 in accordance with Article 9.4;	
Halifax Abuse Principle:	the principle explained in the CJEU Case C-255/02 Halifax and others;	
Handover Date:	Completion	has the meaning given to it in clause 2.11.2.
Handover Standards:	the standards required to achieve completion of the Works as set out in the relevant Order	
Intellectual Property Rights:	(a)	copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
	(b)	applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;
	(c)	all other rights having equivalent or similar effect in any country or jurisdiction; and
	(d)	all or any goodwill relating or attached thereto;
Joint Names Policy:	after "Contractor" insert: "and any one or more third persons specified in writing by the Employer to the Contractor, being	

	persons having or acquiring an interest in or an organisation providing finance in connection with the Sites or the Works”;
Law(s):	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, 'enforceable right' within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;
Occasion of Tax Non-Compliance:	<p>a) where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or <p>b) where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Contract or to a civil penalty for fraud or evasion;</p>
Order Price:	the price payable for the Works as set out in an Order.
Personal Data:	the meaning given to it in the Data Protection Act 2018;
Principal Designer:	delete the wording and replace with: “means the person named in Article 4 or any successor appointed by the Employer”.
Prohibited Act:	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Employer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or

- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- © committing any offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Employer; or
- (d) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

Relevant Requirements:	all applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority:	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established;
Request for Information:	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Schedule of Amendments:	the schedule of additional amendments, modifications and changes to the Conditions as set out in this Appendix A to this Contract;
Schedule of Hourly Charges	amend definition of Schedule of Hourly Charges to read: the Schedule of Hourly Charges identified in Schedule 6 (Schedule of Hourly Charges).
Schedule of Rates:	amend definition of Schedule of Rates to read: the Schedule of Rates identified in Schedule 3 (Schedule of Rates) together with the Specification applicable to this Contract included in or annexed to it.
Sensitive Works:	the carrying out of any part of the Works (including the making good of any defects) in or on any part or parts of the Sites which may allow direct access to premises occupied or used, or likely to be occupied or used, during the course of the

	Works (including the making good of any defects) by pupils attending a school at the Site;
Specification:	the specification for the works as set out at Schedule 2.
Statutory Requirements:	any requirements imposed by: <ul style="list-style-type: none"> (a) any Act of Parliament; (b) any instrument, rule or order made under any Act of Parliament; (c) any regulation or byelaw of any local authority, statutory undertaker or other body which has jurisdiction with regard to the Orders or to whose systems the Orders are or will be connected; or (d) any planning permission, building regulation approval or other consent or approval required for the execution of the Orders.
Sub-Contract:	a contract between the Contractor and a Sub-Contractor.
Sub-Contractor:	any person engaged as an independent contractor, consultant or supplier by the Contractor to carry out and complete all or any part of the Works;
Termination Date:	the date this Contract is terminated or determined for any reason (including by expiry) in whole or in part.
UK GDPR:	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
Works:	any services and/or works carried out under this Contract which are the subject of an Order.
VAT:	delete the definition and substitute "value added tax chargeable under the Value Added Tax Act 1994 (as amended, extended or re-enacted) and any similar or replacement tax".

Agreement to be read as a whole

1.2A Insert new clause 1.2A:

"1.2A Without prejudice to clause 1.2 the documents comprising this Contract are and shall be construed in the following order of precedence in the event of any inconsistency or ambiguity not dealt with by another clause:

First the Recitals as contained in the Agreement;

Second the Articles as contained in the Agreement;

Third the Contract Particulars as contained in the Agreement;

Fourth the Schedule of Amendments excluding the annexed Schedules;

- Fifth Schedules annexed to the Schedule of Amendments;
- Sixth the conditions of MTC 2016;
- Seventh the Order;
- Eighth the Specification;
- Ninth the Schedule of Rates; and
- Tenth the Framework;

Contracts (Rights of Third Parties) Act 1999

- 1.5 **Insert** the following in lieu of existing clause 1.5:

"A person who is not a party to this Contract shall have not right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of a person which exists or is available otherwise than pursuant to that Act."

Notices and other communications

- 1.6.2 In line 3 **delete** "Agreement" and **insert** "Contract Particulars".

- 1.6.3 **Insert** new clause 1.6.3:

- "1.6.3 Any notice sent by post in accordance with clause 1.6.2 shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting and when sent by email, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after being sent."

- 1.9 **Insert** new clause 1.8:

"Rights and Remedies

- 1.8 Where this Contract provides specifically for any right of a Party on breach of the other Party's obligations under this Contract, the entitlement to exercise (and conferring of) that right will be to the exclusion of all other rights of the first mentioned Party howsoever arising at common law, under statute or in equity (other than specific performance of any obligation under this Contract or injunctive relief) in respect of the circumstances constituting such breach."

- 1.9 **Insert** new clause 1.9:

"No double recovery

- 1.9 Notwithstanding any other provisions of this Contract, neither Party shall be entitled to recover compensation or make a claim under this Contract in respect of any loss that he has incurred to the extent that he has already been compensated in respect of that loss pursuant to this Contract or otherwise."

- 1.10 **Insert** new clause 1.10:

"Severability

- 1.10 If any term, condition or provision of this Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Contract."

1.11 Insert new clause 1.11:

"Waiver"

- 1.11.1 No term or provision of this Contract shall be considered as waived by any Party unless a waiver is given in writing by that Party.

- 1.11.2 No waiver under clause 1.11.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and only to the extent) expressly stated in that waiver."

1.12 Insert new clause 1.12:

"UK GDPR"

- 1.12 The Employer and the Contractor shall comply with the provisions of Schedule 5."

1.13 Insert new clause 1.13:

"Security Requirements"

- 1.13 The Employer and the Contractor shall comply with the provisions of Schedule 8."

1.14 Insert new clause 1.14:

"Property and Premises"

- 1.14 Unless otherwise agreed, any land or premises made available to the Contractor by the Employer in connection with the provision of the Works shall be made available to the Contractor free of charge and without exclusive possession and shall be used by the Contractor solely for the purpose of providing the Works. The Contractor shall have the use of such land or premises as licensee and shall vacate the same on the expiry or other termination of this Contract."

Enquiry and Ordering Process

Insert as Clause 2A:

- "2A.1 When the Employer wishes to place an Order with the Contractor, the Employer may in its absolute discretion issue an Enquiry to the Contractor

- 2A.2 Where the Employer issues an Enquiry, the Contractor will consider such Enquiry and shall respond to the Employer with (as directed by the Employer in its absolute discretion):

2A.2.1 a fixed price; or

2A.2.2 a minimum of three (3) quotations (save where the Employer agrees that

an alternative number of quotations is appropriate in the circumstances)

for the works and/or services to be comprised in such Enquiry and any other information requested within the period required by the Employer.

- 2A.3 The pricing of the works and/or services in any Enquiry, including quotations obtained as part of any Enquiry, shall be on a fixed price lump sum basis and, where possible, calculated on the basis of the Schedule of Rates.
- 2A.4 The Contractor shall provide a fixed price for all construction works to be undertaken at a Site. In exceptional circumstances, the Employer acknowledges that the Contractor may be unable to provide a fixed price for a part of the services included in an Enquiry. In those circumstances, the Contractor will provide a detailed realistic allowance calculated on the Schedule of Rates or, where there is no applicable rate within the Schedule of Rates, a rate analogous to the Schedule of Rates.
- 2A.5 Following receipt of the Contractor's response to the Enquiry, the Employer may accept or reject it. If the Employer accepts the Contractor's response, the Employer shall issue a completed Order to the Contractor instructing the Contractor to carry out and complete the Order."

Contractor's obligations

2.1 **Delete** and **insert** a new clause 2.1 as follows:

"2.1 .1 On receipt of an Order the Contractor shall:

1. undertake the Works set out in the Order in a proper and workmanlike manner and fully in accordance with the Specification, the Schedule of Rates, the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents, the Construction Phase Plan and other Statutory Requirements and shall give all notices required by the Statutory Requirements; and
2. use materials that are new, sound and of satisfactory quality and workmanship and fabrication will be to the standards consistent with the Specification (or if not specified in the Specification they shall be to a standard that is appropriate to the type of Works being carried out); and
3. to the extent that the Order contains any design, be responsible for carrying out and completing the entire design for the Order, which shall be carried out by using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent professional designer who is experienced in carrying out work (and preparing design) of a similar scope, nature and complexity and size to the works in the Order; and
4. take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach

by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.

2. To the extent the standard of any Works has not been specified in this Contract, the Contractor must agree the relevant standard for the Works with the Contract Administrator prior to their execution.
3. All materials used in the Works must:
 - .1 comply with all applicable standards;
 - .2 be to the standards specified in the Specification; and
 - .3 be to the reasonable satisfaction of the Contract Administrator.
4. In relation to the design for the Works the Contractor further warrants and undertakes to the Employer that:
 1. the various elements of the design for the Works shall be properly coordinated and integrated, one with another;
 2. the Works comprise or will comprise only materials and goods which are new (unless otherwise agreed with the Contract Administrator) and of sound and satisfactory quality and all workmanship, and fabrication will be to standards consistent with the Contract requirements; and
 3. the Works shall, when completed, comply with the Specification and any performance specification or other relevant criteria or specifications referred to therein and with Statutory Requirements.

Protocol for Design

5. Where the Contractor is required to design any element of the Works, those Works shall be designed so that they strictly comply with any design requirement set out within the Order, the Specification or within any other relevant Contract Document.
6. Where the Specification or relevant Contract Document does not provide sufficient information to enable the Contractor to design any element of the Works then the Contractor shall obtain approval for its proposed design from the Contract Administrator prior to implementing the design into the Works.
7. For the avoidance of doubt, the parties agree that nothing in these Conditions or any of the Contract Documents shall be construed as creating a fitness for purpose obligation on the Contractor and additionally it is acknowledged and agreed that the Contractor's obligation in relation to design is limited to the standard of reasonable

skill and care set out in clause 2.1.1.3."

2.1A Insert new clause 2.1A:

- "2.1A.1 In performing his obligations under this Contract, the Contractor shall, and shall ensure that each of his Sub-Contractors shall, comply with the Modern Slavery Act 2015 and have and maintain throughout the term of this Contract his own policies and procedures to ensure compliance.
- 2.1A.2 The Contractor shall notify the Employer as soon as he becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 2.1A.3 In the event that the Contractor fails to comply with this clause 2.1A and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Employer are acceptable, then the Employer reserves the right to terminate the employment of the Contractor under this Contract in accordance with clause 6.4."

2.1B Insert new clause 2.1B:

"2.1B Subject to clause 2.1C, unless otherwise specified in an Order, the Contractor shall:

- 2.1B.1 obtain and maintain all Consents;
- 2.1B.2 be responsible for implementing each Consent (which he is required to obtain pursuant to clause 2.1C.1) within the period of its validity in accordance with its terms;
- 2.1B.3 supply to the Employer a copy of any application for a Consent (with a copy of all accompanying drawings and other documents) and a copy of any Consent obtained;
- 2.1B.4 comply with the conditions attached to any Consents and procure that no such Consent is breached by him or any person under his control and use all reasonable endeavours to procure that no Consent is revoked and that all Consents continue in full force and effect for such time as is necessary for the Contractor to carry out the Works; and
- 2.1B.5 not (and shall use all reasonable endeavours to procure that any other person over whom he has control shall not) without the prior consent of the Employer (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Contractor with his obligations under this clause

and references in this Contract to Consents shall be construed as referring to the Consents as from time to time varied, relaxed or waived."

2.1C Insert new clause 2.1C:

- "2.1C.1 Unless otherwise specified in an Order the Employer shall be responsible for obtaining any planning permissions relating to the Works and the approvals of

reserved matters relating to the conditions attaching to any planning permissions relating to the Works. The Contractor agrees to use reasonable endeavours to assist the Employer to discharge, or procure the discharge of any conditions attaching to any planning permissions relating to the Works. The Contractor shall be entitled to suspend the Works pending an instruction from the Contract Administrator if there is planning enforcement action requiring the Works to be stopped."

2.1D **Insert** new clause 2.1D:

"2.1D Unless specified in an Order, the Contractor shall in relation to the services and utilities required or affected as a result of the carrying out of the Works:

- 2.1D.1 be responsible for determining the location of such services and utilities as may be at the Sites and for the maintenance of access to such services and utilities at the Sites;
- 2.1D.2 make and rely upon all necessary investigations and surveys as to such services and utilities at the Sites;
- 2.1D.3 make provision for lawfully diverting, disconnecting or otherwise dealing as may be necessary with any services and utilities not within the Sites;
- 2.1D.4 pay (at the Employer's cost) to all relevant authorities or undertakings all costs and expenses incurred in diverting, disconnecting or otherwise carrying out works in respect of such services and utilities within the Sites;
- 2.1D.5 make connection into services and utilities outside the Sites; and
- 2.1D.6 otherwise do all that is required in relation to the utilities required for the purpose of carrying out of the Works."

Materials, goods and workmanship

2.2.1 **Delete** clause 2.2.1 and **replace** with:

"2.2.1 The Contractor in carrying out each Order shall not specify or use materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used, and the Contractor shall use materials, goods and workmanship of the quality and standards specified in the Order, or if not so specified, of the quality and standard to be expected of a contractor experienced in works of a like nature to the works set out in the Order."

The Contractor warrants to the Employer that he has not specified and will not specify for use nor use in carrying out each Order any substance and/or material which is not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK construction industry to be deleterious to health and safety or the durability of the Works in the particular circumstances in which it is used or which is not used in accordance with the guidance contained in the publication "Good Practice in Selection of Construction Materials (British Council for Offices (BCO))".

Rights of Employer

2.3.5 **Delete** existing clause 2.3.5

2.3.6 **Delete**

Insert new clause 2.3.7:

"2.3.7 "The Employer shall be permitted, on any part of a Site, to undertake or instruct the execution of work not forming part of the Contract by the Employer, and/or any persons authorised or licensed by the Employer to carry out such work and the Contractor shall at any time allow the Employer and/or any such persons to re-enter the Site for the purposes of executing the works. The Contractor shall co-operate and liaise with the Employer, and/or any persons authorised or licenced by the Employer to carry out such work and provide such information and assistance as the Employer, and/or any persons authorised or licenced by the Employer require in order to carry out such work. The Employer will use all reasonable endeavours to see that the execution of such works does not obstruct, interfere with or delay the Contractor in carrying out the Works.

Size and duration of Orders

2.4 **Delete** clause 2.4 and **replace** with:

"2.4 Unless otherwise agreed between the Contract and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 6) and, subject to Article 1, all Orders shall be placed within the Contract Period. For the avoidance of doubt, any Orders issued prior to the end of the Contract Period shall continue in force until they either expire by effluxion of time or are terminated or duly performed in accordance with the terms of this Contract."

Value of work to be carried out under this Contract

2.5 **Delete** and **insert new clause 2.5 as follows:**

2.5 The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment. For the avoidance of doubt:

2.5.1the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders or any specific number of Orders under this Contract; and

2.5.2the Contractor does not have exclusive rights to all works and services to be performed and undertaken by the Employer and the Employer may, at its sole discretion, issue instructions to other

contractors to carry out Works within the Contract Area whether or not those Works are within the scope of this Contract or not; or add or remove properties within the Contract Area at its sole discretion.

The Employer may engage other contractors to carry out Works or other works to the properties within the Contract Area at the same time the Contractor undertakes the Works."

Orders – completion

2.6 Delete and insert new clause 2.6 as follows:

"2.6 In respect of Order completion:

2.6.1 Each Order shall state a commencement date, a date for its completion and, where appropriate a Date for Handover. The Contractor shall ensure that:

(a) all of the work required to meet the Handover Standards is completed in full by the Date for Handover; and

(b) all of the work covered by and included in the Order shall be completed in full by the date for its completion specified in the Order and/or in accordance with the Specification;

2.6.2 If the Contractor fails to complete the works required to meet the Handover Standards in full by the Date for Handover or by any later date fixed under clause 2.10, then the Contractor shall, if requested by the Employer, pay the sum of liquidated and ascertained damages for each week or part thereof that the Date for Handover is delayed (such damages being a pre-estimate of loss), calculated from the Date for Handover specified within the Order until the Handover Completion Date. The levels of liquidated and ascertained damages shall be set out in the Order.

2.6.3 The Employer's entitlement to liquidated and ascertained damages shall be in full settlement of any claim arising from such delay but shall be in addition and without prejudice to any other rights and remedies available to it for any other breach."

Programme

2.7 Delete final sentence and insert new sentences as follows:

"The Contract Administrator shall have 10 Business Days from the receipt of any programme of Works required under the Contract to approve or register its disapproval of the programme in writing. If the Contract Administrator fails to respond within 10 Business Days then it shall be deemed to have been approved. Provided the Contract Administrator has approved the

programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme. If the Contract Administrator has stated to the Contractor that it does not approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval within 5 Business Days of notification by the Contract Administrator. If a revised programme does not meet the Contract Administrator's approval, this process shall be repeated (at the Employer's sole discretion) until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the Works strictly in accordance with such approved programme. Notwithstanding this, in the event the Contractor is unable to produce a programme that meets the Contract Administrator's approval, then the Employer shall be entitled to instruct an alternative contractor to carry the programme of works within an Order or a programme of Orders in accordance with clause 2.5.1."

Extension of time

- 2.10.1 In line 2 after "completion of an Order" insert: "or to complete the works required to meet the Handover Standards in full by the Date for Handover"

In line 3 after "completion" insert: "or Date for Handover"

- 2.10.2 In line 1 after "completion of an Order" insert: "or to complete the works required to meet the Handover Standards in full by the Date for Handover"

In line 5 after "completion" insert: "or Date for Handover"

In line 6 after "notify the Parties accordingly" insert "Provided always that the Contractor shall use constantly his best endeavours to prevent or minimise any disruption or delay and shall do all that may be reasonably required to the satisfaction of the Contract Administrator to proceed with the Works and to mitigate any loss or expense incurred by him."

Insert new sentence: "Reasons within the control of the Contractor include any error, omission, negligence or default of the Contractor, of any Contractor's Person or of any Sub-Contractor."

Order Completion Date

- 2.11 **Delete and insert new clause 2.11 as follows:**

"2.11.1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. The Contract Administrator shall certify the date when in his opinion the Order has been completed (the '**Order Completion Date**').

2.11.2 Where a Date for Handover has been specified in an Order, the Contractor shall notify the Contract Administrator the date when in his opinion the works required to meet the Handover Standards have been completed and/or supplied in accordance with this Contract. The Contract Administrator shall

certify the date when in his opinion the works required to meet the Handover Standards have been completed (the 'Handover Completion Date')."

Defects

2.12 Delete and insert new clause 2.12 as follows:

- "2.12.1 Notwithstanding certification of the Order Completion Date or Handover Completion Date, the Contract Administrator may deliver to the Contractor as an instruction a schedule of defects, shrinkages, faults or any incomplete items of work outstanding at the Order Completion Date or Handover Completion Date (as appropriate) which he requires to be completed or made good within 5 Business Days (or such other time specified by the Contract Administrator) following receipt by the Contractor of the instruction under this clause 2.12.1.
- 2.12.2 The Contractor shall at no cost to the Employer complete or make good all defects, shrinkages, faults and any outstanding items of work and defects referred to in the said instruction. In cases of urgency the Employer may require any such defects, shrinkage or other faults to be made good within such period of time specified by the Employer (acting reasonably) as the circumstances require
- 2.12.3 If the Contractor fails to rectify the defects under this clause within 5 Business Days (or such other time specified by the Contract Administrator), following receipt by the Contractor of the instruction under this clause 2.12, the Employer may instruct another contractor to carry out the required works, and the cost of such works shall be deducted from any sums owing to the Contractor or shall otherwise be recovered as a debt.
- 2.12.4 Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date or Handover Completion Date (as appropriate) and which are due to materials, goods or workmanship not being in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer. Where the Contractor fails to carry out the necessary remedial works, the Employer shall be entitled to exercise its rights pursuant to clause 2.13."

Insert new clauses 2.13 to 2.34:

"Diversion or Suspension of Orders

- 2.13 .1 Without prejudice to Clause 2.5, the Employer may arrange for a contractor other than the Contractor to undertake any Works if the Contractor
- .1 cannot be contacted by the Contract Administrator, despite the Contract Administrator having made reasonable endeavours to do so;

- .2 fails to rectify a defect within a reasonable period;
 - .3 fails to complete any Works within an Order in accordance with the Specification or any other express requirement of this Contract;
 - .4 is not able to carry out the Works within a reasonable time frame; or
 - .5 refuses to accept an Order for those Works
- .2 Where the Employer engages a contractor other than the Contractor to undertake Works under Clause 2.13.1:
- .1 the Employer may recover from the Contractor:
 - a) any additional costs of having those Works done by another contractor (either compared to the amount that would have been paid to the Contractor for that Order or, where the Works are to rectify a defect, in addition to the amount paid to the Contractor); and
 - b) reasonable and proper administrative costs.

Nuisance and trespass

2.14.1 Without prejudice to the generality of clause 5.2, the Contractor shall:

- 2.14.1.1 at all times prevent any trespass, public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on a public highway) or other interference with the rights of any adjoining or neighbouring land owner, tenant or occupier or any local authority or statutory undertaker arising out of the carrying out of the Works or out of any other obligations pursuant to section 2 or section 3 of the Conditions;
- 2.14.1.2 defend or at the Employer's option assist the Employer in defending any action or proceedings which may be instituted in relation thereto howsoever such action may arise; and
- 2.14.1.3 be responsible for and liable to the Employer for all reasonably foreseeable expenses, liabilities, losses, claims and proceedings whatsoever and howsoever arising resulting from any such nuisance or interference, save only where such nuisance or interference is a consequence of an instruction of the Contract Administrator (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Contractor or any Sub-Contractor or supplier) and which could not have been avoided by the Contractor using all reasonable and practical means to avoid the same.

Work not forming part of the Contract

- 2.15.1 The Contractor shall permit the execution of work not forming part of this Contract by the Employer and/or any persons authorised or licensed by the Employer to carry out such work on those parts of the Sites in the Contractor's possession (including statutory undertakers and any other authorities) and the Employer and/or any such persons may at any time re-enter the Sites for the purposes of executing such work or to install any goods equipment or other articles for fitting-out provided always that the Employer shall use reasonable endeavours to procure that the execution of such work does not obstruct, interfere with or delay the Contractor in carrying out the Works.
- 2.15.2 The Contractor shall use all reasonable endeavours not to interfere with or impede the progress of any works being carried out by the Employer and/or any person authorised or licensed by the Employer to carry out such works and shall observe all reasonable requirements of the Employer in relation to the carrying out of such works.
- 2.15.3 Every person referred to in clause 2.15.1 shall for the purposes of clauses 5.1 and 5.4A or 5.4B as applicable be deemed to be a person for whom the Employer is responsible and not to be a sub-contractor of the Contractor.
- 2.15.4 For the avoidance of doubt the execution of any works pursuant to clause 2.15 shall not constitute the taking of possession by the Employer nor that practical completion of the Works or part of the same has been achieved.

Copyright and use

- 2.16.1 The Contractor as beneficial owner hereby grants to the Employer without further charge and notwithstanding the completion or abandonment of an Order or termination or alleged termination of the Contractor's employment under this Contract an irrevocable, non-exclusive, royalty-free licence to use and reproduce any of the drawings, details, plans, specifications, CAD materials, calculations, correspondence, meeting minutes and other information which have been or are prepared by or on behalf of the Contractor relating to an Order (excluding any design in the pre-manufactured primary structural systems) and (if relevant) the designs contained in them (**Documents**) for any purpose connected with the works and the advertisement, sale, letting, maintenance, repair, reinstatement, reconstruction and extension of it, and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Contractor. The Contractor will not be liable for any use of the Documents by the Employer or its nominees for any purposes other than those for which the same are or were prepared. The Employer shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Contractor with copies of the Documents.
- 2.16.2 If the use of the Documents as specified in clause 2.16.1 is found to infringe the rights of any third person, the Contractor shall indemnify the Employer against all resulting costs, damages and expense.

Disclosure and Barring Service

- 2.17.1 The Contractor shall procure that in respect of all potential staff or persons (including Sub-Contractors) who will be carrying out any Sensitive Works (each a "**Named Employee**") before a Named Employee begins to attend the Sites to

perform any Sensitive Works:

- 2.17.1.1 each Named Employee is questioned as to whether he or she has any Convictions or CBOs;
 - 2.17.1.2 the results of an Enhanced with Lists Check is obtained from the Disclosure and Barring Service in respect of each Named Employee; and
 - 2.17.1.3 to the extent permitted by law a copy of the results of such checks by the Contractor as are referred to in clause 2.17.1.2 are notified to the Employer.
- 2.17.2 The Contractor shall procure that:
- 2.17.2.1 no person who appears on a Barred List following the results of the Enhanced with Lists Check referred to in clause 2.17.1.2 shall be employed or engaged in the performance of the Sensitive Works; and
 - 2.17.2.2 he shall and shall procure that all Sub-Contractors shall comply with all reporting requirements to the Disclosure and Barring Service.
- 2.17.3 The Contractor shall procure that no person who discloses any Convictions or CBOs, or who is found to have any Convictions following the results of the Enhanced with Lists Check referred to in clause 2.17.1.2, is employed or engaged in the carrying out any part of any Sensitive Works without the Employer's prior written consent.
- 2.17.4 Insofar as permitted by law, the Contractor shall procure that the Employer is kept advised at all times of any member of staff or employee of any Sub-Contractor engaged in the provision of the Sensitive Works:
- 2.17.4.1 who subsequent to his/her commencement of employment as a member of staff receives a Conviction or CBO which becomes known to the Contractor or any Sub-Contractor or whose previous Convictions or CBOs become known to the Contractor or any Sub-Contractor (or any employee of the Contractor or Sub-Contractor involved in the provision of the Sensitive Works); or
 - 2.17.4.2 in respect of whom information is referred to the Disclosure and Barring Service pursuant to the Disclosure and Barring Scheme (as appropriate); or
 - 2.17.4.3 whom the Disclosure and Barring Service is "minded to bar" or who is placed on a Barred List pursuant to the Disclosure and Barring Scheme which becomes known to the Contractor or a Sub-Contractor.
- 2.17.5 In the event that any member of staff of the Contractor or a Sub-Contractor is added to a Barred List, the Contractor shall procure that such member of staff or employee is removed from the Sites and shall cease to be engaged in the Sensitive Works.
- 2.17.6 Save to the extent prescribed otherwise pursuant to the Disclosure and Barring Service, this clause 2.17 shall not apply to those individuals who shall be required

by the Contractor to attend on the site to provide emergency reactive services. In the case of such individuals, the Contractor shall ensure that such individuals are accompanied at all times while on the site by a member of the Contractor's Persons' staff who has been properly employed or engaged in accordance with this clause 2.17 (each a "Contractor's Person").

Conduct of Staff and Security Arrangements

- 2.18.1 Whilst engaged at the Sites the Contractor shall and shall procure that his staff and the staff of any Sub-Contractor shall comply with any policies provided as part of an Order relating to the conduct of staff and security arrangements.
- 2.18.2 The Employer (acting reasonably) may:
 - 2.18.2.1 instruct the Contractor that disciplinary action is taken against any employee of the Contractor or any Sub-Contractor involved in the provision of the Works (in accordance with the terms and conditions of employment of the employee concerned) where such employee misconducts himself or is incompetent or negligent in his duties (in which case the Employer shall co-operate with any disciplinary proceedings and shall be advised in writing of the outcome); or
 - 2.18.2.2 where the Employer has reasonable grounds for considering that the presence of conduct of any employee at any location relevant to the performance of the Works is undesirable, require the exclusion of the relevant employee from the relevant location(s).

Admission to the Sites

- 2.19.1 Subject to the remainder of this clause 2.19.1, the Contractor shall at least 20 Business Days before the date on which the Contractor first carries out any Sensitive Works provide the Employer with a written list of the names and addresses of all employees or other persons who it expects may require admission to the Sites in connection with the carrying out of any Sensitive Works, specifying the capacities in which those employees or other persons are concerned with any Sensitive Works and giving such other particulars as the Employer may require. The Contractor shall update this information as and when any such individuals are replaced or complemented by others, not less than 20 Business Days before their inclusion. The decision of the Employer on whether any person is to be refused admission to the Sites shall be final and conclusive and the Employer shall not be obliged to give reasons for its decision.
- 2.19.2 Where the Contractor is unable (acting reasonably) to comply with clause 2.19.1 by the time period specified in it then the Contractor shall comply with his obligations under that clause as soon as reasonably practicable and by no later than the end of the day on which the relevant individual first goes on the Sites. Until such time as the Contractor has complied with its obligations in respect of that individual, he or she shall at all times be accompanied on the Sites by a member of the Contractor or Contractor's Persons' staff who has been properly notified to the Employer in accordance with clause 2.19.1.
- 2.19.3 This clause 2.19 shall not apply to those individuals who shall be required by the Contractor or Contractor's Person to attend the Sites to provide emergency

reactive services. In the case of such individuals, the Contractor shall, or shall procure that any Contractor's Person shall ensure that such individuals are accompanied at all times while on the Sites by a member of the Contractor or Contractor's Person's staff who has been properly notified to the Employer in accordance with clause 2.19.1.

Refusal of Admission

- 2.20 The Employer reserves the right to refuse to admit to the Sites any person employed or engaged by the Contractor or any Sub-Contractor of any tier, whose admission would, in the opinion of the Employer, present a risk to themselves or any pupil, or to the Employer's property and shall not be obliged to give any reasons for such refusal.

Decision to Refuse Admission

- 2.21 The decision of the Employer as to whether any person is to be refused admission to the Sites pursuant to clause 2.20 shall be final and conclusive.

Removal from Sites

- 2.22 The Contractor shall comply with and/or procure compliance with any notice issued by the Employer from time to time requiring the removal from the Sites of any person employed thereon who in the opinion of the Employer acting reasonably is not acceptable on the grounds of risk to themselves or any pupil, or any Employer related party or property and that such persons shall not be employed again in connection with the Works without the written consent of the Employer.

Minimising Disruption to the Provision of Educational Services

- 2.23 Insofar as the carrying out of the Works affects or may affect the provision of Educational Services at a School, the Contractor shall procure that (subject to the terms of this Contract) the Works are carried out so as to minimise any disruption to the provision of Educational Services and to ensure that no disruption is caused during the carrying out of examinations at the Site during any examination period.

Operations on Sites

- 2.24.1 The Contractor shall provide to the Contract Administrator if and as the Contract Administrator requests in writing, details of the Contractor's proposals for the means of access to the Sites during the construction period, vehicle parking facilities on the Sites, loading and unloading areas for materials, site compounds, temporary warning and direction signs on adjacent highways and any other similar information as to the Contractor's working arrangements. If necessary the Contractor shall amend such details to obtain the approval of the local planning authority or other relevant public authority having jurisdiction with respect to the Works.
- 2.24.2 The Contractor shall be wholly responsible for the design, adequacy, stability and safety of all temporary works required in and about the construction of the Works, save insofar as it is provided in any Contract Document that the design of any temporary works is to be provided by any member of the Employer's design team, in which case the Contractor shall not be responsible for the production or the

adequacy of such design.

2.24.3 In and about the execution of the Works the Contractor shall maintain and not cause any interference to any support enjoyed by any adjoining land or any structures, other than any structures which are to be demolished as part of the Works.

2.24.4 The Contractor shall:

2.24.4.1 keep all enclosures around the Sites clear of graffiti, posters and other unauthorised attachments, so far as is practicable;

2.24.4.2 implement measures for the regulation of traffic to and from the Sites including wheel-washing procedures and street cleaning and comply with any requirements of the police or highway authorities with regard to local traffic arriving at and departing from the Sites;

2.24.4.3 obtain for himself any licences required to oversail any land outside the Sites' boundaries; and

2.24.4.4 make good or meet the cost of making good all damage caused to roads, footpaths and property adjoining the Sites and to any services, arising from the carrying out of the Works.

Confidentiality and Information Sharing

2.25.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

2.25.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly;

2.25.1.2 not disclose the other party's Confidential Information to any other person without prior written consent;

2.25.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and

2.25.1.4 notify the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

2.25.2 Clause 2.25.1 shall not apply to the extent that:

2.25.2.1 such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 2.32 (Freedom of Information);

2.25.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- 2.25.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 2.25.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 2.25.2.5 it is independently developed without access to the other party's Confidential Information.
- 2.25.3 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who are directly involved in the carrying out of the Works and who need to know the information, and shall ensure that such Contractor's Persons are aware of and shall comply with these obligations as to confidentiality.
- 2.25.4 The Contractor shall not, and shall procure that the Contractor's Persons do not, use any of the Employer's Confidential Information received otherwise than for the purposes of this Contract.
- 2.25.5 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who need to know the information, and shall ensure that such Contractor's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor's Persons causes or contributes (or could cause or contribute) to the Contractor breaching his obligations as to confidentiality under or in connection with this Contract, the Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by his own obligations of confidentiality to any Contractor's Persons, the Contractor shall provide such evidence to the Employer as the Employer may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor is taking appropriate steps to comply with this clause 2.25, including copies of any written communications to and/or from Contractor's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor's Persons in connection with obligations as to confidentiality.
- 2.25.6 At the written request of the Employer, the Contractor shall procure that those members of the Contractor's Persons identified in the Employer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 2.25.7 Nothing in this Contract shall prevent the Employer from disclosing the Contractor's Confidential Information:
- 2.25.7.1 to any Crown Body. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
 - 2.25.7.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Employer or any Crown Body (including any benchmarking organisation) for any purpose connected with this

Contract or any person conducting a review in respect of this Contract on behalf of a public body;

- 2.26.7.3 for the purpose of the examination and certification of the Employer's accounts;
- 2.26.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used his resources;
- 2.26.7.5 for the purpose of the exercise of his rights under this Contract; or
- 2.26.7.6 to a proposed successor body of the Employer in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer under this clause 2.26.

- 2.26.8 The Employer shall use all reasonable endeavours to ensure that any government department, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the Employer's obligations of confidentiality.
- 2.26.9 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of his normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 2.26.10 The Employer may disclose the Confidential Information of the Contractor:
 - 2.26.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 2.26.10.2 to the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 2.26.11 The Contractor shall not by himself, his employees or agents, and shall procure that his sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the Works without the prior written approval of the Employer.
- 2.26.12 No facilities to photograph or film in or upon any property used in relation to the Works shall be given or permitted by the Contractor unless the Employer has given his prior written approval.
- 2.26.13 The Contractor shall not exhibit or attach to any part of the Sites any notice or advertisement without the prior written permission of the Employer, save where otherwise required to comply with legislation.

Audit

- 2.27 The Contractor shall cooperate fully and in a timely manner with any request from time to time of any auditor (whether internal or external) of the Employer and to provide documents, or to procure the provision of documents, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

Freedom of information

- 2.28.1 The Contractor acknowledges that unless the Employer has notified the Contractor that the Employer is exempt from the provisions of the FOIA, the Employer is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations. The Contractor shall co-operate with and assist the Employer so as to enable the Employer to comply with his information disclosure obligations.
- 2.28.2 The Contractor shall:
- 2.28.2.1 transfer to the Employer all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;
 - 2.28.2.2 provide the Employer with a copy of all information in his possession, or power in the form that the Employer shall require within 5 Business Days (or such other period as the Employer may specify) of the Employer's request;
 - 2.28.2.3 provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
 - 2.28.2.4 procure that his sub-contractors do likewise.
- 2.28.3 The Employer is responsible for determining in his absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- 2.28.4 The Contractor shall not respond directly to a Request for Information unless authorised to do so by the Employer.
- 2.28.5 The Contractor acknowledges that the Employer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.
- 2.28.6 The Contractor shall ensure that all information is retained for disclosure for twelve (12) years and shall permit the Employer to inspect such records as and when reasonably.

Prevention of Fraud and Bribery

- 2.29.1 The Contractor represents and warrants that neither he, nor to the best of his knowledge any of his employees, have at any time on or before the date of this Contract:
 - 2.29.1.1 committed a Prohibited Act or been formally notified that he is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 2.29.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 2.29.2 During the carrying out of the Works the Contractor shall not:
 - 2.29.2.1 commit a Prohibited Act; and/or
 - 2.29.2.2 do or suffer anything to be done which would cause the Employer or any of the Employer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 2.29.3 During the carrying out of the Works the Contractor shall:
 - 2.29.3.1 establish, maintain and enforce, and require that his sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 2.29.3.2 keep appropriate records of his compliance with this Contract and make such records available to the Employer on request; and
 - 2.29.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Employer on request) to prevent him and any Contractor's Persons or any person acting on the Contractor's behalf from committing a Prohibited Act.
- 2.29.4 The Contractor shall notify the Employer immediately in writing if he becomes aware of any breach of clause 2.29.1, or has reason to believe that he has or any of his employees or Sub-Contractors have:
 - 2.29.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 2.29.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 2.29.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this

Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

- 2.29.5 If the Contractor shall make a notification to the Employer pursuant to clause 2.29.4, the Contractor shall respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 2.29.6 If the Contractor breaches clause 2.29.3, the Employer may by notice require the Contractor to remove from carrying out the Works any Contractor's Person whose acts or omissions have caused the Contractor's breach.

Tax compliance

- 2.30.1 The Contractor represents and warrants that as at the date of this Contract, he has notified the Employer in writing of any Occasions of Tax Non-Compliance or any litigation that he is involved in that is in connection with any Occasions of Tax Non-Compliance.
- 2.30.2 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
 - 2.30.2.1 notify the Employer in writing of such fact within 5 Business Days of its occurrence; and
 - 2.30.2.2 promptly provide to the Employer:
 - 2.30.2.2.1 details of the steps which the Contractor is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 2.30.2.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Employer may reasonably require.

Contractor's records

- 2.31.1 The Contractor shall maintain, or procure that detailed records relating to the performance of the Works are maintained, in accordance with Good Industry Practice and any applicable legislation.
- 2.31.2 Without prejudice to clause 2.31.1, the Contractor shall maintain or procure that the following are maintained:
 - 2.31.2.1 a full record of all incidents relating to health, safety and security which occur during the term of this Contract; and
 - 2.31.2.2 full records of all maintenance procedures carried out during the term of this Contract as part of the Works,

and the Contractor shall have the items referred to in clauses 2.31.2.1 and 2.31.2.2 available for inspection by the Employer upon reasonable notice, and shall present a report of them to the Employer as and when requested.

- 2.31.3 The records referred to in this clause 2.31 shall be retained for a period of at least five (5) years after the Contractor's obligations under this Contract have come to an end.

Limitation on Liability

- 2.32.1 The aggregate liability of the Contractor to the Employer for any matters arising in connection with the performance of his obligations under this Contract shall not except as set out below at clause 2.32.2 exceed the amount, if any, stated in the Contract Particulars.

- 2.32.2 The Contractor shall not exclude or restrict his liability for any of the following and no liability for the same shall be taken into account in determining whether the limit of liability under clause 2.32.1 has been reached or exceeded:

2.32.2.1 losses which are recovered pursuant to the insurance policies required to be effected and maintained in accordance with section 6 of this Contract (other than PI Insurance) and/or payments made by the Contractor to the extent corresponding payments are either received and/or recovered by the Contractor pursuant to the insurance policies required to be effected and maintained in accordance with section 6 of this Contract (other than PI Insurance) or which would have been received, recovered and/or recoverable but for the failure of the Contractor to maintain or to make a claim under such policies;

2.32.2.2 the Contractor's liability under clause 2.6;

2.32.2.3 the Contractor's liability in the event he abandons the Works;

2.32.2.4 the Contractor's liability in the event of any fraud, wilful misconduct of direct employees of the Contractor or of his consultants and Sub-Contractors, in each case to the extent employed or directed by the Contractor, fraudulent misrepresentation, abandonment, corruption or criminal conduct on the part of the Contractor;

2.32.2.5 the Contractor's liability in respect of any employer's liability; and

2.32.2.6 the Contractor's liability in respect of personal injury or death.

Assignment

- 3.1 Delete existing clause 3.1 and insert:

"3.1.1 The Contractor may not assign or charge the benefit of this Contract or any right arising under it without the written consent of the Employer.

3.1.2 The Employer's rights under this Contract may be assigned without the consent of

the Contractor by absolute assignment on two occasions.

- 3.1.3 The Contractor shall not be entitled to contend that any person to whom this Contract is assigned in accordance with clause 3.1.2 is precluded from recovering under this Contract any loss incurred by such assignee resulting from any breach of this Contract (whenever happening), by reason that such person is an assignee and not a named promisee under this Contract."

Sub-contracting

- 3.2 **Renumber** clause 3.2 as 3.2.1 delete the second sentence and insert the following sentence and new clause 3.2.1:

"3.2.1 In the event the Employer consents to any works under this Contract being carried out by a Sub-Contractor, the Contractor shall ensure that all Works carried out by any Sub- Contractor are carried out in accordance with the terms of this Contract, the CDM Regulations, Building Regulations (if applicable) and all health and safety requirements. Any application by the Contractor to sub-contract the Works must provide: (1) the identity of the sub-contractor, (2) the sub-contractor's financial standing with a set of latest company accounts, (3) evidence to demonstrate a value for money exercise was undertaken in proposing the selection of the sub-contractor, (4) the extent of the Works that are to be sub-contracted and/or the extent of the design of the Works that is to be sub-contracted, and (5) the terms of the Sub-Contract, which will include equivalent terms as this Contract in relation to data protection, modern slavery and anti-bribery. The Contractor shall indemnify the Employer against all costs, losses and expenses that arise from the Contractor not complying with this clause. The Contractor shall remain fully responsible for all Works undertaken by a Sub-Contractor or a failure to undertake such Works."

"3.2.2 The Contractor must include the following terms in all Sub-Contracts::

- 3.3.2.4.1 a period for payment of the amount due to the Sub-Contractor not greater than 5 days after the final date for payment in this Contract. The amount due shall, but shall not be limited to, payment for work which the Sub-Contractor has completed from the previous application date up to the current application date in this Contract;
- 3.3.2.4.2 a provision requiring the Sub-Contractor to include in each subsubcontract the same requirement (including this requirement to flow down), except that the period for payment is to be not greater than 9 days after the final date for payment in this Contract;
- 3.3.2.4.3 a provision requiring the Sub-Contractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor; and
- 3.3.2.4.4 terms and conditions that are no less favourable than those of this Contract. The Employer shall be entitled to reject sub-contract conditions proposed by the Contractor that are unduly disadvantageous to the Sub-Contractor."

Access to the Site

3.4 Delete existing clause 3.4 and insert:

"3.4 Access to the Site is to be carried out in accordance with the procedures as set out in the Specification."

Variations

3.5.5 Insert new clause 3.5.5:

"3.5.5 There shall be no addition to the Order Price in respect of any variation to the extent that the same is required by reason of any breach of this Contract by the Contractor or any negligence or default of the Contractor, or his servants or agents or any Sub-Contractor or their respective servants or agents save where a variation is necessary as a result of the occurrence of a Specified Peril which is covered by the Specified Perils insurance policy taken out pursuant to clause 6.7A of this Contract."

Exclusion from Site

3.7 Delete existing clause 3.7.

CDM Regulations

3.9 After "CDM Regulations" in line 2 insert "and, to the extent they apply, the Building Regulations"

Insert new clause 3.9A:

"3.9A Where the Contractor is not the Principal Designer but is the Principal Contractor and the Principal Designer's appointment concludes or is terminated prior to the expiry of 12 months following the end of the Contract Period or earlier termination, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations without charge."

VAT

4.1A Insert new clause 4.1A:

"4.1A.1 In this clause 4.1A, the following definitions shall apply:

4.1A.1.1 HMRC means HM Revenue & Customs;

4.1A.1.2 Order means the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892);

4.1A.1.3 Reverse Charge means, in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier;

- 4.1A.1.4 Supply means a supply made for VAT purposes under or in connection with this Contract by the Contractor and Supplies shall be construed accordingly; and
- 4.1A.1.5 Tax Point means the time of supply for VAT purposes as defined in Regulation 93 of Part XI of the VAT Regulations 1995.
- 4.1A.2 In respect of the Supplies made with a Tax Point, for VAT purposes, before 1 March 2021, the provisions of clauses 4.1A.1 to 4.1A.4 (inclusive) only of this clause 4.1A shall apply. In respect of Supplies made with a Tax Point on or after 1 March 2021, the provisions of clauses 4.1A.1 to 4.1A.6 (inclusive) of this clause 4.1A shall apply.
- 4.1A.3 The Parties agree and confirm that the procedure for the payment of VAT (if any) by either Party to the other shall be governed entirely and exclusively by the provisions of this clause 4.1A notwithstanding any other provision of this Contract.
- 4.1A.4 Any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this Contract is to be treated as exclusive of any VAT. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:
 - 4.1A.4.1 the time for payment or provision of the consideration; and
 - 4.1A.4.2 the receipt by the recipient of the supply of a VAT invoice in respect of that VAT.
- 4.1A.5 The Employer confirms that the requirements specified in article (8)(1)(b) of the Order (as defined in this clause 4.1A) will be satisfied in respect of any Supply and the Parties consider that the Reverse Charge will not apply to the Supplies so that it is for the Contractor to account for and pay VAT to HMRC.
- 4.1A.6 Where the Contractor has accounted for VAT on Supplies (on the understanding that the Reverse Charge did not apply) but HMRC notifies the Employer in writing that:
 - 4.1A.6.1 the Reverse Charge did apply in respect of those Supplies; and
 - 4.1A.6.2 notwithstanding that the Contractor has accounted for VAT to HMRC in respect of those Supplies, the Employer has to account for VAT under the Reverse Charge on those Supplies,

the Employer shall provide written notification to the Contractor of HMRC's decision that the supply should have been treated as subject to the reverse charge. Any amount of overcharged VAT shall be refunded by the Contractor to the Employer within 28 days following repayment to the Contractor of the overcharged VAT by HMRC (either via a correction in the VAT return or via a voluntary disclosure)."

Invoicing

4.1B **Insert** new clause 4.1B:

"4.1B The Contractor shall comply with the provisions of Schedule 9."

Progress payments

4.3 **Insert** new clause 4.3.4:

"4.3.4 A payment application may be an electronic invoice provided it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870."

Payment – final date and amount

4.6.1 In line 16 **insert** "21 days" in lieu of "14 days".

Measurement and Valuation – responsibility

5.2 **Delete** clause 5.2 and **substitute**:

"5.2.1 Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations (except Variations to omit works) required by the Contract Administrator or subsequently sanctioned by him) shall be undertaken for the Order Price or, if not set out in the Order, valued in accordance with clauses 5.3 to 5.8."

5.2.2 Notwithstanding clause 5.2.1, where the Contract Administrator instructs the Contractor to omit certain works from any Order, the Contractor shall omit such works and the Order Price shall be reduced by the relevant amount set out in the Order or, if not set out in the Order, by an amount valued in accordance with clauses 5.3 to 5.8

Valuation - measurement

5.3 **Delete** clause 5.3 and **substitute**:

5.3.1 Insofar as the measurement and valuation of an Order or Works within the Order cannot be readily ascertained by reference to either the Schedule of Rates or the Schedule of Hourly Charges then the valuation of the Order or Works within the Order shall be ascertained by the Contractor who shall act reasonably at all times and provide the Contract Administrator with an opportunity to be present at the measurement for such Order or Works, and whether or not the Contract Administrator is present for each measurement, the Contractor shall provide the Contract Administrator with such information as may be required by the Contract Administrator to demonstrate that each Order has been measured reasonably. The measurement and/or valuation of such Orders by the Contractor shall be subject to the approval of the Contract Administrator.

5.3.2 The Contractor has examined the Contract Documents and confirms that the Contractor's Tendered Rates and Contractor's Tendered

Prices include for all items and contingencies except where the Contract expressly provides for additional payment.

5.3.3 The Contractor is deemed to have:

- .1 satisfied itself regarding the conditions under which the Works are to be carried out;
- .2 satisfied itself to the extent and accuracy of any information provided by the Employer; and
- .3 made all necessary allowances to execute the Works within the Contractor's Tendered Rates and Contractor's Tendered Prices."

Overtime work

5.7 **Delete** existing clause 5.7.

Interruption of Work – unproductive costs

5.8 **Delete** existing clause 5.8 and substitute

Abortive costs

- 5.8.1 In the event that an occupier of a Site fails to attend the Site at a time scheduled between the occupier and the Contractor, or within a reasonable period thereafter, and the Contractor and/or its Sub-Contractors are unable to undertake the scheduled Works solely due to the occupier's non-attendance, the Contractor shall immediately notify the Contract Administrator.
- 5.8.2 Within a reasonable time following notification in accordance with clause 5.8.1, the Contract Administrator and the Contractor shall, both acting reasonably and in good faith, engage with one another to agree upon a reasonable amount of abortive costs as a result of an occupier's non-attendance. For the avoidance of doubt abortive costs shall not include any costs that the Contractor would have incurred regardless of the occupier's non-attendance.
- 5.8.3 At the request of the Contract Administrator, the Contractor shall provide such information and supporting documentation as the Contract Administrator requires to assess the abortive costs under clause 5.8.2. Where such information or supporting documentation is not provided within a reasonable time, the Contract Administrator may determine that no abortive costs are payable in respect of the relevant non-attendance.
- 5.8.4 In the event that the Contractor and the Contract Administrator cannot agree on the amount of abortive costs within a reasonable time, the determination of the Contract Administrator shall be final.
- 5.8.5 This clause 5.8 does not apply if:
- 5.8.5.1 the Contractor and/or its Sub-Contractors would, regardless of the occupier's non-attendance, be unable to perform the relevant Works at

the scheduled time due to reasons other than the occupier's non-attendance; or

5.8.5.2 the Contractor and/or its Sub-Contractors do not attend at the scheduled time; or

5.8.5.3 the occupier provided at least 24 hours' notice to the Contractor and/or its Sub-Contractors stating they will not be able to attend at the scheduled time.

Insert new clause 5.9

5.9 In the event of any conflict or inconsistency between the Schedule of Rates and the Specification, such conflict or inconsistency shall be resolved in accordance with the following order of precedence

(1) Schedule of Rates;

(2) Specification;

Contractor's liability – personal injury or death

6.1 In line 3 insert "or of any other obligations pursuant to section 2 or section 3 of the Conditions" after "Order".

Contractor's liability – loss, injury or damage to property

6.2 In line 3 insert "(including any expense, liability, loss or claim arising from but not limited to obstruction, trespass, nuisance or interference with any right of way, light, air or water)" after "personal".

In line 5 insert after "Order", insert "or of any other obligations pursuant to section 2 or section 3 of the Conditions".

Loss or damage to existing structures and their contents

6.3.1 **Delete** clause 6.3.1 and in lieu insert "The Contractor's liability and indemnity under clause 6.2 in respect of any property real or personal shall include any loss or damage to existing structures and to any of their contents".

6.3.2 **Delete** clause 6.3.2 and in lieu insert "Not used".

6.3.3 **Delete** clause 6.3.3 and in lieu insert "Not used".

Contractor's Insurance of his liability

6.4.1.2 In lines 3 and 4 delete "for any one occurrence or series of occurrences arising out of one event".

In line 4 insert "of the type and" before "sum".

Joint Names Insurance of work or supply comprised in Orders and existing structures

by the Employer

6.7A Delete clause 6.7A and in lieu insert:

- "6.7A.1** In respect of the existing structures together with the contents of them owned by the Employer or for which he is responsible, the Employer shall procure that cover is effected (but without the obligation to insure) for the full cost of reinstatement or repair of loss or damage due to any of the Specified Perils up to and including the date of the Order Completion Date or (if earlier) the date of termination of the Contractor's employment (whether or not the validity of that termination is contested).
- 6.7A.2** The Contractor shall effect and up to the Order Completion Date maintain a Joint Names Policy for All Risks Insurance with insurers approved by the Employer for the full reinstatement value of the Works plus 15% to cover professional fees.
- 6.7A.3** The Contractor shall send to the Contract Administrator for deposit with the Employer the Joint Names Policy referred to in clause 6.7A.2, each premium receipt for it and any relevant endorsements of it. If the Contractor defaults in taking out or maintaining the Joint Names Policy as required by clause 6.7A.2, the Employer may himself take out and maintain a Joint Names Policy against any risk in respect of which the default has occurred and the amount paid or payable by him in respect of premiums may be deducted by him from any sums due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

Joint Names Insurance of work or supply comprised in Orders and existing structures by the Contractor

6.7B Delete clause 6.7B and in lieu insert "Not used".

Evidence of insurance

6.10 In line 2 **delete** "clause 6.11" and in lieu **insert** "clauses 6.11, 6.15 and 6.16".

Loss or damage – insurance claims and reinstatement

- 6.13.3** In lines 2/3 **delete** ", and from any policies covering existing structures or their contents that are effected by the Employer".
- 6.13.5** **Delete** "Where clause 6.7B applies" and replace with "In respect of the Works Insurance Policy:".
- 6.13.6** **Delete** "clause 6.7A.2 applies or where".

Loss or damage to existing structures – right of termination in respect of Orders

6.14 In line 2 **delete** "either Party may, if it is just and equitable" and in lieu **insert** "the Employer may".

In line 3 **delete** "other" and in lieu **insert** "Contractor".

At the end of the clause **insert** "and the provisions of clause 8.10 shall apply".

6.14.1 Delete clause 6.14.1 and in lieu insert "Not used".

6.14.2 Delete clause 6.14.2 and in lieu insert "Not used".

Insert new clauses 6.15 to 6.18:

Compliance with insurance

6.15 The Contractor shall not do or permit or suffer to be done any act or thing which may vitiate or prejudice the recovery of any sum under any policy or policies of insurance effected by the Contractor.

Professional indemnity insurance

6.16 Without limiting his other obligations under this Contract or otherwise at law, the Contractor shall maintain professional indemnity insurance with a limit of indemnity of £5,000,000 (five million pounds) in the aggregate for a period of 12 years from the last Order Completion Date, provided that such insurance continues to be available in the United Kingdom market on reasonable terms and at commercially reasonable premium rates to contractors of similar standing to the Contractor.

Public and Products Liability Insurance

6.17 The Contractor shall take out and maintain until the date of practical completion public and products liability insurance with a level of cover of not less than £10,000,000 (ten million pounds) each and every claim but in the aggregate for products liability. The Contractor shall provide reasonable evidence to the Employer (as and when reasonably required by the Employer) that the public and products liability insurance complies with this clause 6.17."

Commercially Reasonable Rates

6.18 For the purposes of Clause 6.16, "commercially reasonable premium rates" shall mean such level of premium rates at which other contractors of a similar size and financial standing as the Contractor at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Contractor's own claims record or other act, error, omission, negligence, breach, default, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.

Break notice

7.1 In line 1, delete 'Each Party' and substitute 'The Employer'.

In line 1, delete 'other Party' and insert 'Contractor'.

Existing and subsequent Orders

7.2 In line 1, delete 'the Employer or' and delete ', as the case may be,'.

Amend existing clause reference to Clause 7.2.1 and at the end of the clause add the following sentence:

- "7.2.1 For the avoidance of doubt, in the event of a reduction of the Contract Period, the Contract coming to an end, a reduction in the scope of Works or removal of a Workstream under clause 7.1 (*Break Notice*) the Employer shall not be liable for any direct or indirect loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of taking such action."

Insert new clause 7.2.2:

- "7.2.2 Where the Contractor completes Orders under Clause 7.2 the Termination Date must be the date of completion of the last Order to the reasonable satisfaction of the Contract Administrator."

Meaning of insolvency

- 8.1.4.1 **Delete** "enters into an arrangement, compromise or composition in satisfaction of his debts" and replace with:
"commences negotiations with all or any class of his creditors with a view to rescheduling any of his debts, or makes a proposal for or enters into any compromise or arrangement with any of his creditors".
- 8.1.4.2 At the end of sub-clause 8.1.4.2, **delete** the full stop and **replace** with "; or".
- 8.1.4.3 **Insert** a new clause 8.1.4.3:
- "8.1.4.3 he applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986."

Default by Contractor

- 8.4.2 **Delete** 'If the Contractor continues' to 'under clause 8.4.1' and **insert** 'If within 14 days of receipt of the notice under clause 8.4.1 the Contractor does not either rectify the specified default or put forward proposals for the rectification of the specified default and take all reasonable steps to put such proposals into effect'.

In line 2 delete '21' and substitute '10'.

Insolvency of Contractor

- 8.5.1 **Delete and substitute:** "If the Contractor is or becomes insolvent, the Contractor shall so notify the Employer forthwith and either Party may at any time by notice to the other, terminate the Contractor's employment under this Contract."
- 8.5.3 **Delete** "the Employer" and in lieu **insert** "either Party".
- 8.5.3.2 **Delete** "suspended" and in lieu **insert** "terminated".

Termination at will

- 8.10A **Insert** new clause 8.10A as follows:
- "8.10A.1 The Employer may terminate the Contractor's employment under this Contract at any time by complying with his obligations under clause 8.10A.2.
- 8.10A.2 If the Employer wishes to terminate the Contractor's employment under this Contract under this clause 8.10A he must provide written notice (hereinafter called a Termination Notice) to the Contractor stating:

8.10A.2.1 that the Employer is terminating the Contractor's employment under this Contract under this clause 8.10A.1; and

8.10A.2.2 that the Contractor's employment under this Contract will terminate on the date specified in the Termination Notice which must be a minimum of twenty (20) Business Days after the date of the Termination Notice.

8.10A.2 The Contractor's employment under this Contract will terminate on the date specified in the Termination Notice referred to in clause 8.10A.2."

Consequences of Termination under clauses 8.7 to 8.9

8.11.1 In the first line insert "or 8.10A" after "8.9".

Adjudication

9.2 Insert at the end of clause 9.2:

"and provided that:

9.2.1 the Adjudicator shall have power to determine more than one dispute at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to him; and

9.2.2 the Adjudicator shall give reasons for his decision in writing and shall deliver his decision to the Parties as soon as practicable and within 2 Business Days of making his decision."

Arbitration

9.3 Delete existing clause and insert "Not Used."

Section 10 - Sites Conditions

10 Insert new clause 10:

"Sites conditions

"10.1 The Employer gives no warranty or representation as to the condition of the site or any adjoining property or any services in or under the site or as to the accuracy or sufficiency of any soils or survey data or other data contained in any document made available to the Contractor by the Employer, or as to any recommendations or conclusions made or reached in any such document.

10.2 Where stated in the Order to apply, the Contractor has been afforded the opportunity to inspect the physical and other conditions (including the sub-surface conditions) of or affecting the site, and its surrounding and all existing structures thereon, and the available means of access thereto and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the carrying out of the Order.

10.3 Where it is stated in the Order that Clause 10.2 shall apply, the Contractor shall not be entitled to any addition to the value of an Order or to any adjustment of the Order Completion Date or to have or make any claim under this Contract or in tort or

otherwise by reason of any failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, referred to in Clause 10.2 or of any information provided or statement made by or on behalf of the Employer in respect of any such condition, risk, contingency or circumstance".

Section 11 - Set off and other remedies

11 **Insert** new clause 11:

"Set off and other remedies

- 11.1 Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.
- 11.2 If the Contractor fails to comply with any requirement of clause 6.16 or if the Contractor becomes insolvent so that his covenant is impaired, then without prejudice to any other remedies the Employer may have, the Employer shall be entitled to recover from the Contractor any premiums reasonably incurred to effect insurance (such as inherent defects insurance or other suitable cover) in order to arrange suitable alternative protection."

SECTION 12 - ASBESTOS

12 **Insert** new clause 12 as follows:

"Asbestos

- 12.1 Unless the exposure arises directly or indirectly as a result of any act or omission of the Contractor or any Contractor's Person, the Employer accepts, in relation to Existing Buildings at the Site full responsibility (including any financial or other consequences which arise directly or indirectly) for death and personal injury in respect of exposure to Asbestos in such Existing Buildings, where exposure takes place prior to the date on which the Contractor takes control of the Sites.
- 12.2 The Contractor accepts, in relation to the Sites entire responsibility (including any financial and other consequences which result whether directly or indirectly) for:
- 12.2.1 any Asbestos identified in the Asbestos Survey; and
- 12.2.2 unless access to carry out additional surveys was denied and then only to the extent access was denied, any Asbestos that would have been identified had the Contractor carried out such additional surveys as it would have been reasonable to expect an experienced contractor to have carried out in the circumstances.
- to the extent it affects the carrying out of the Works.
- 12.3 The discovery of any Asbestos in the Existing Buildings which has not been identified in the Asbestos Survey (other than liabilities and matters referred to in clause 12.2.2) shall entitle the Contractor to an extension of time in accordance with clause 2.10 . Any work which is instructed by the Employer to be carried out in consequence of the discovery of such Asbestos shall be deemed, without double counting, to be a Variation."

Schedules

Renumber existing Schedule as "Schedule 1 – Supplemental Provisions"

Insert new schedules:

Schedule 2 Specification

Schedule 3 Schedule of Rates

Schedule 4 Forms of Collateral Warranties

Schedule 5 UK GDPR

Schedule 6 Schedule of Hourly Charges

Schedule 7 Performance Bond

Schedule 8 Security Requirements

Schedule 9 Invoicing Requirements

Schedule 10 Deed of Guarantee

SCHEDULE 2: SPECIFICATION

The Department for Education (DfE) wants to complete intrusive investigations in schools and colleges across England to support the fieldwork element of the Older Buildings Research project. Schools and colleges will be selected based on specific characteristics and determined by the researcher's desk analysis of existing structural elements.

The exact allocation of funds will be dependent on distribution and intensity of the work commissioned. The Department reserves the right to vary the agreement(s) to accommodate the full split and intensity of the works for the region in question.

The results from these investigations will help the research supplier understand the systems and materials used in post-war education buildings to develop a model for future structural issues.

The successful supplier will be required to complete a number of intrusive and non-intrusive investigations in schools and colleges in their regional lot. The requirement at each setting will be stipulated in a specification and Pre-Construction Information (PCI) document. These will be created by the researcher's technical assessor, who will visit each setting to develop a comprehensive understanding of the site, including the tests and works required to support the research project.

The minor works supplier will be required to complete:

- Pre-summer activity.
- Refurbishment and Demolition (R&D) surveys.
- Localised opening up and sampling of materials.
- Onsite testing of samples.
- Offsite testing of samples.
- Making good on all works.
- Factual reporting of results.

In addition to the pre-summer and summer activity, we anticipate a small number of surveys and/or intrusive works and testing will be needed in the October and Christmas half term. All disruptive works are required to take place in school holidays to lessen disruption to pupils.

Pre-summer Activity

Following contract award, the supplier will be required to complete pre-summer activity to facilitate intrusive and non-intrusive investigations during the school summer holiday period.

The supplier should ensure they have suitable capacity, including through their subcontractors and supply chains as needed, to complete this activity for all allocated sites before mid-July 2025.

This activity will involve:

- Reviewing Pre-Construction Information (PCI) and specifications from the research supplier and any supporting site-specific information such as drawings and reports.
- Review of existing asbestos information provided by the research supplier.
- Site visits to review areas from the PCI for intrusive works.
- Undertaking asbestos refurbishment and demolition (R&D) surveys for the purposes of identification of potential asbestos materials, assessment and risk management.
 - R&D surveys to be completed in localised areas in preparation for the opening up works to expose the structure for investigation/testing.
- Organising all necessary equipment to provide suitable safe access for investigations.
- Liaison with the research supplier and the school to agree suitable visit dates.

Please note, to facilitate the smooth delivery of R&D surveys well in advance of the summer holidays to allow for the development of asbestos intrusive works specifications, we would like to share site-specific specifications for the R&D requirement at the point of notifying the successful supplier (13th May). The supplier will be required to sign a Non-Disclosure Agreement (NDA) so this information can be shared with them in advance of contract signature (27th May).

The supplier should not make contact with any schools or the research supplier between award notification and contract signature. The information will be shared for planning purposes only so that works can start at the point of contract signature on 27th May. The sharing of this information does not represent a commitment by the Department to cover any costs which the supplier chooses to incur before we have a fully executed signed contract and any costs or expenses incurred by the supplier before the contract is signed is entirely at the suppliers own risk.

Opening up works and testing

The minor works contractor will be required to carry out high quality workmanship and organise access to required equipment and materials for opening up works. Where possible, opening up works will be located in areas that do not include asbestos containing material (ACMs).

Where opening up does require the removal of finishes which include ACMs, localised opening up works for removal/remediation of asbestos and licensed disposal of asbestos will be required. See 'Asbestos' for further information.

You should ensure sufficient capacity within your team and supply chain to complete the opening up works and testing during the school summer holiday period (mid-July to August 2025).

Whilst onsite, if the minor works contractor, or any sub-contractors, identify an immediate health and safety concern, they must report this to DfE on the same day, and no later than 24 hours after discovery.

A full set of opening up works and tests in scope for this work can be found in **Schedule 3 – Schedule of Rates**.

Making good

Any area where work is completed onsite should be returned to its original state, both operationally and visibly. All making good works should be completed by the end of August 2025 to allow for the safe and usual operation of the school or college premises for the new academic year.

A full set of making good works can be found in **Schedule 3 - Schedule of Rates**.

Factual reporting of results

The supplier will be required to provide a factual report for each school or college to the research supplier and DfE within 28 days of the works being completed.

Factual reporting to include:

- Observations.
- Photos.
- Measurements.
- Results of site-based tests.
- Results of off-site / laboratory tests.

Asbestos

The contract administrator will confirm instructions on asbestos refurbishment and demolition (R&D) requirements via workorder on site-by-site basis.

All work around asbestos and R&D surveys must comply with the Health and Safety Executive (HSE) regulations. The minor works contractor will be responsible for ensuring this takes place, along with:

- Serving the necessary notices in advance of any works.
- Asbestos remediation/removal tests following asbestos removal and safe making good in these areas.
- Re-occupancy certification

A full brief of the R&D survey specification can be found in **Attachment 4 - Asbestos Technical Specification**.

Timetable

The below timeline reflects that of works to take place in the summer holidays only.

Activity	Timing
Specifications and Pre-Contract Information (PCI) made available to minor works contractor.	June 2025

Refurbishment and demolition surveys	June 2025
Pre-works visits (as required)	June – mid-July 2025
Intrusive investigations / onsite investigations	Mid-July – August
Asbestos re-occupancy tests	By August 2025
Making good	July – August 2025
Factual reporting on test results	July – September 2025

Key Performance Indicators (KPIs)

Suppliers will be bound to the following KPIs throughout the duration of this contract. The KPIs have been chosen as they are the performance measures that are most important to the DfE. The KPIs reflect all critical element of this programme of works.

KPI Number	Description	Frequency of assessment
No.1 KPI	Health and safety – 100% compliance with all relevant Health and Safety regulations, including working with asbestos whilst on site to ensure no new risks cause any safety incident or negative publicity.	Weekly
No.2 KPI	Completion of works – supplier to attend site at agreed time and location in 100% of agreed cases.	Weekly
No.3 KPI	Response rates – supplier to respond to DfE/research supplier within 48 hours of receipt of email and/or request, unless marked as urgent, in which case the response rate should be within 24 hours.	Weekly
No.4 KPI	Value for money – Each order of works represents value for money using pre-agreed rates and prices from the tender. Prices agreed are not exceeded unless agreed in advance by the Authority.	At point of allocation of works
No.5 KPI	Making good – achieve all making good works for operational settings within the summer 2025 holiday period; including relevant health and safety works, tests and/or certificates, as	Weekly



Attachment 3 – Preliminaries

Contents

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A37 Operation/ maintenance of the finished works	31
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A10

Project particulars

Clauses

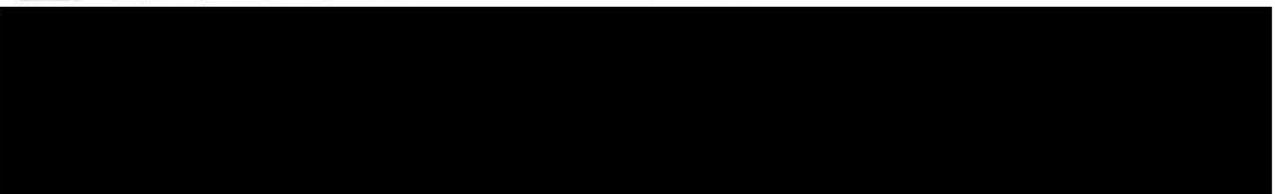
110 The Works

1. **Name:** Older Buildings Research
2. **Nature:**
 3. Minor works in education settings across the South region of England to support the Older Buildings Research project.
 - Review of existing asbestos registers; undertaking asbestos refurbishment and demolition (R&D) surveys to identify asbestos containing materials (ACMs) in localised areas in preparation for the opening up works to expose the structure for investigation/testing.
 - Opening up works in settings to include: the careful removal of finishes to expose structure; removal of paint, plaster and other coatings; removal of samples for laboratory testing; Where possible, opening up works will be located in areas that do not include ACMs.
 - Where opening up does require removal of finishes which include ACMs, localised opening up works for removal/remediation of asbestos and licensed disposal of asbestos.
 - Engineering inspections including:
 - a. Measurements on site at appropriate levels of precision (production of figures, illustrations and photographs; and recording and reporting of findings).
 - Testing to include:
 - a. Non-material specific testing (e.g. measurement of moisture content of various materials).
 - b. Material specific testing (concrete; metal (in particular steel); timber and masonry).
 - c. In-situ non-destructive testing; in-situ destructive testing and laboratory-based testing.
 - Making good following works.
 - Re-occupancy certification and asbestos remediation/removal tests following asbestos removal using suitably qualified subcontractors.
4. **Contract Area:** South Region.

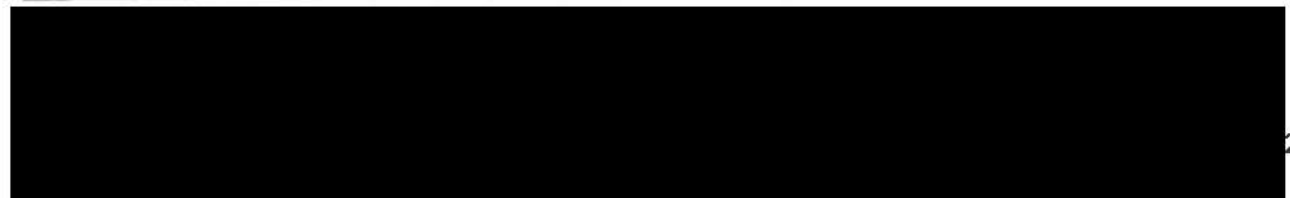
120 Employer (client)



130 Principal contractor (CDM)



140 Contract administrator (herein referred to as 'CA')





**Department
for Education**

- 4. Telephone: N/A
- 5. Email: olderbuildings.research@education.gov.uk

150 Principal designer

- 1. Name: [REDACTED]
- 2. Address: [REDACTED]
- 3. Contact: [REDACTED]
- 4. Telephone: [REDACTED]
- 5. Email: [REDACTED]

190 Clerk of Works

- 1. Name: N/A
- 2. Address: N/A
- 3. Telephone: N/A
- 4. Email: N/A

195 BIM information manager

- 1. Name: N/A
- 2. Address: N/A
- 3. Contact: N/A
- 4. Telephone: N/A
- 5. Email: N/A

198 Fire engineer

- 1. Name: N/A
- 2. Address: N/A
- 3. Contact: N/A
- 4. Telephone: N/A
- 5. Email: N/A

Ω End of Section



A11

Tender and contract documents

Clauses

160 Pre-construction information

1. **Format:** The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the Preliminaries, specification, drawings and associated documents.

170 Fire Statement

1. **Location:** Various Sites.

180 Other documents

1. **Inspection:** Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of various sites.
2. The documents include: Asbestos Management Plans, Health and Safety Files.

220 The BIM Information Requirements (EIR)

1. **Comprise:** N/A
2. **BIM objects:** N/A

Ω End of Section



A12

The site/ existing buildings

Clauses

110 The sites

1. **Description:** Numerous post war school sites throughout England. Details of which can be found within the specification.

120 Contract area

1. **Location:** The South Region of England.

130 Demolition and/ or removal

1. **Works:** N/A
2. **Description:**

140 Existing utilities and services

1. **Drawings: (Information shown is indicative only):** Due to the nature of the works being predominantly internal, existing buried utilities and services drawings are not required.
2. **Other information:** N/A

170 Site investigation

1. **Report:** N/A

180 Access to the site

1. **Description:** Generally site access will be provided via pre-existing arrangements. Any site-specific arrangements will be detailed in the PCI documentation.

220 Use of the site

1. **General:** Do not use the site for any purpose other than carrying out the Works.
2. **Limitations:** Site access will be confined to the work areas. All operatives must be in possession of an enhanced DBS check and may be refused access if not in place.

230 Surrounding land/ building uses

1. **General:** Adjacent or nearby uses or activities are as follows:
 - 1.1. School sites generally within a variety of residential, commercial and rural settings.

240 Health and safety hazards

1. **General:** The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
 - 1.1. Asbestos containing materials may be present which will be identified so far as practical via a demolition and refurbishment survey to the work areas. Contractors site operatives must be asbestos awareness trained and will be required to review the site-specific asbestos management information.
2. **Information:** The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
3. **Site staff:** Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.



250 Site visits

1. **Assessment:** Visit buildings, land or other places within the Contract Area to assess local conditions and restrictions likely to affect the execution of the Works.
2. **Site visits:** Arrangements: Once working practices have been agreed with the DfE OBR team, contact the school offices if access is required.

Ω End of Section



A13

Description of the work

Clauses

120 Types of work

1. Scope:

- Minor works in education settings across the South region of England to support the Older Buildings Research project.
- Review of existing asbestos registers; undertaking asbestos refurbishment and demolition (R&D) surveys to identify asbestos containing materials (ACMs) in localised areas in preparation for the opening up works to expose the structure for investigation/testing.
- Opening up works in settings to include: the careful removal of finishes to expose structure; removal of paint, plaster and other coatings; removal of samples for laboratory testing. Where possible, opening up works will be located in areas that do not include ACMs.
- Where opening up does require removal of finishes which include ACMs, localised opening up works for removal/remediation of asbestos and licensed disposal of asbestos.
- Engineering inspections including:
 - a. Measurements on site at appropriate levels of precision (production of figures, illustrations and photographs; and recording and reporting of findings).
- Testing to include:
 - b. Non-material specific testing (e.g. measurement of moisture content of various materials).
 - c. Material specific testing (concrete; metal (in particular steel); timber and masonry)
 - d. In-situ non-destructive testing; in-situ destructive testing and laboratory-based testing.
- Making good following works.
- Re-occupancy certification and asbestos remediation/removal tests following asbestos removal using suitably qualified subcontractors.

Ω End of Section



A20

JCT 2016 measured term contract (MTC)

Clauses

JCT 2016 measured term contract

- **The contract:** JCT Measured Term Contract, (MTC), 2016 Edition.
- **Requirement:** Allow for the obligations, liabilities and services described.

The recitals

First - The Contract Area

- **Description:** The Employer requires maintenance and minor works to be carried out in the area described in clause A12/120.

The articles

3 - Contract Administrator

- **Contract Administrator** See clause A10/140.

4 - Principal Designer

- **Principal Designer:** See clause A10/150.
- **Principal Contractor:** See clause A10/130.

8 - Legal proceedings

- **Amendments:** None.

Contract particulars

First recital - Properties and description of the types of work

- **1.1: List of properties in the Contract Area in respect of which Orders may be issued:** To be provided beforehand. List.
- **1.2: Description of the types of work for which Orders may be issued:** Refer to JCT MTC.

Fifth recital and schedule - Supplemental provisions

- Collaborative working: Supplemental Provision 1 Applies
- Health and safety: Supplemental Provision 2 Applies
- Cost savings and value improvements: Supplemental Provision 3 Applies
- Sustainable development and environmental considerations: Supplemental Provision 4 Applies
- Performance indicators and monitoring: Supplemental Provision 5 Applies
- Notification and negotiation of disputes: Supplemental Provision 6 Applies
- **Where paragraph 6 applies, the nominees of the parties are**
 - **Employer's nominee:** [REDACTED]
 - **Contractor's nominee:** [REDACTED]
- Or such other replacement as each Party may notify to the other from time to time.

Article 1 and clause 7.1 - Contract Period



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- Subject to clause 7.1. the Contract Period will be 7 months commencing on 16 June 2025
- Note The majority of site-based works to be undertaken up to 31st August with reporting until end December.

Article 7 - Arbitration

- Article 7 and clauses 9.3 to 9.8 do not apply

Clause 1.1 - BIM Protocol

- **BIM Protocol (Where applicable):** N/A

Clause 2.4 - Orders - minimum and maximum value

- **Minimum value of any one Order to be issued:** The Employer gives no guarantee as to the size or frequency of any orders.
- **Maximum value of any one Order to be issued:** The Employer gives no guarantee as to the size or frequency of any orders.

Clause 2.5 - Orders - value of work to be carried out

- **Approximate anticipated value of work to be carried out under this Contract**
 - Approximately £1.25m per region.

Clause 2.6 - Orders - priority coding

- **Priority codes**
 - C: To be commenced within 14 days

Clause 4.2 - Construction Industry Scheme (CIS)

- The Employer at the commencement of the Contract period is not a 'contractor' for the purposes of the CIS.

Clause 4.3, 4.4 and 4.5 - Payments

- Estimated value of an Order above which progress payments can be applied for: N/A
- **Valuation dates**
 - The Valuation Date in each month is the N/A day of the month.

Clause 5.2 - Responsibility for measurement and valuation

- The Contract Administrator shall measure and value all Orders.

Clause 5.3, 5.6.1 and 5.6.2 - Schedule of Rates

- The Schedule of Rates is: Refer to JCT MTC
- **Where the Schedule of Rates is the National Schedule of Rates, the following versions are to apply**
 - N/A

Clauses 5.6.1 and 5.6.2 - Schedule of Rates - Fluctuations

- Fluctuations: Clause 5.6.1 Does not apply

Clause 5.6.1 - Schedule of Rates - Fluctuations



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- **Basis and dates of revision (not applicable where the National Schedule of Rates applies):**
 - N/A

Clauses 5.4, 5.6.3 and 5.6.4. - Daywork

- **Valuation - Percentage additions. Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows**
 - **Overheads and profit on Materials:** Refer to JCT MTC
 - **Overheads and profit on Plant, Services and Consumable Stores:** Refer to JCT MTC
 - **Overheads and Profit on Sub-Contractors:** Refer to JCT MTC
- **Revision of Schedule of Hourly Charges:** Clause 5.6.3 N/A Where clause 5.6.3 applies:
 - The annual revision date is N/A
 - The basis of revision of hourly charges is N/A

Clause 5.7 - Overtime work

- Clause 5.7 has been deleted and does not apply.

Clauses 6.4.1, 6.7A, 6.8 and 6.11 - Insurance

- **Contractor's Public Liability Insurance:** Injury to persons or property:
 - **The required level of cover for any one occurrence or series of occurrences arising out of one event is not less than:**
 - Percentage to cover professional fees: Refer to JCT MTC.
- **Insurance of existing structures**
 - Clause 6.7A.1 Refer to JCT MTC.
 - **Where Clause 6.7A.1 does not apply, the Replacement Schedule is:**
- **Insurance of work or supply comprised in orders**
 - Clause 6.7.B
 - **Where clause 6.7B applies, annual renewal date of insurance as supplied by the Contractor:** Refer to JCT MTC.
- **Terrorism cover:** Details of the required cover: Refer to JCT MTC.

Clause 7.1 - Break provisions – Employer

- The period of notice is 13 weeks

Clauses 9.2, 9.3 and 9.4.1 - Settlement of Disputes

- **Adjudication**
 - **The Adjudicator is:** The Royal Institute of Chartered Surveyors
 - **Nominating body:** The Royal Institute of Chartered Surveyors
- **Arbitration**
 - **Appointor of Arbitrator (and of any replacement):** N/A

Attestation

- **The Contract will be executed:** As a deed
- **Other requirements:**



Conditions - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 1. Definitions and interpretation

Clause 1.4 - Reckoning periods of days

- **Amendments:** None.

Clause 1.7 - Applicable law

- **Amendments:** None.

Section 2. Carrying out Work - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 3. Control of Work - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 4. Payment - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 5. Measurement and Valuation - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 6. Injury, Damage and Insurance - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 7. Break Provision - Rights of each Party - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 8. Termination for Default, etc. - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Section 9. Settlement of Disputes - DfE standard amendments as set out in the schedule of amendments appended to JCT MTC

Performance Bonds/ Guarantees

- **Performance bond:** Not Required
- **Advance payment bond:** Not Required
- **Other bonds/ guarantees:** Not Required

Ω End of Section



A30

Tendering/ subletting/ supply

Main contract tendering

110 Scope

1. **General:** These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 Tendering procedure

1. **General:** In accordance with the principles of: JCT Practice Note 2017 'Tendering' and that in the examination of the priced Specification "Alternative 1" will apply.
2. **Arithmetical errors:** Overall Price is dominant.

160 Exclusions

1. **Inability to tender:** Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
2. **Relevant parts of the work:** Define those parts, stating reasons for the inability to tender.

170 Acceptance of tender

1. **Acceptance:** No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
2. **Costs:** No liability is accepted for any cost incurred in the preparation of any tender.

190 Period of validity

1. **Period:** After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.
2. **Date for possession/ commencement:** See section A20.

Pricing/ submission of documents

310 Tender

1. **General:** Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
2. **Alterations:** Do not alter or qualify the priced schedules of work without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

500 Tender stage method statements

1. **Method statements:** Prepare, describing how and when the following is to be carried out:
 - 1.1. N/A
2. **Statements:** Submit N/A

510 Alternative method tenders

1. **General:** In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.



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2. **Alternative tenders:** Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
3. **Safety method statement:** Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
4. **Full technical data:** Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
5. **Submit:**

530 Substitute products

1. **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
2. **Compliance:** Substitutions accepted will be subject to the verification requirements of clause A31/200.

545 BIM Execution Plan (BEP)

1. The precontract plan
 - 1.1. **Contents:** N/A
 - 1.2. **Submit:** N/A
2. The post contract plan: N/A.

550 Health and safety Information

1. **Content:** Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
2. **Include**
 - 2.1. A copy of the health and safety policy document, including risk assessment procedures.
 - 2.2. Accident and sickness records for the past five years.
 - 2.3. Records of previous Health and Safety Executive enforcement action.
 - 2.4. Records of training and training policy.
 - 2.5. The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
3. **Submit:** With Tender

570 Outline construction phase health and safety plan

1. **Content:** Submit the following information within one week of request:
 - 1.1. Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
 - 1.2. Details of the management structure and responsibilities.
 - 1.3. Arrangements for issuing health and safety directions.
 - 1.4. Procedures for informing other contractors and employees of health and safety hazards.
 - 1.5. Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - 1.6. Procedures for communications between the project team, other contractors and site operatives.
 - 1.7. Arrangements for cooperation and coordination between contractors.
 - 1.8. Procedures for carrying out risk assessment and for managing and controlling the risk.
 - 1.9. Emergency procedures including those for fire prevention and escape.
 - 1.10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.



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- 1.11. Arrangements for welfare facilities.
- 1.12. Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- 1.13. Arrangements for consulting with and taking the views of people on site.
- 1.14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- 1.15. Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- 1.16. Review procedures to obtain feedback.

590 Site Waste Management Plan

1. **Details:** N/A
 - 1.1. **Reference:** N/A
 - 1.2. **Status:** N/A
 - 1.3. **Format:** N/A
2. **Development**
 - 2.1. **Responsibility:** N/A
 - 2.2. **Content:** N/A
 - 2.3. **Submittal date:** N/A

595 Environmental policy

1. **Environmental Policy**
 - 1.1. **Location:** See A11/180.
 - 1.2. **Evidence of compliance:** Submit: N/A
2. **Project Environmental Management System:** Develop a system compatible with the existing policy.
 - 2.1. **Format:**
 - 2.2. **Specific Requirements:**
 - 2.3. **Evidence of compliance:**
3. **Supporting information**
 - 3.1. **Description:**
 - 3.2. **Submittal date:**

599 Freedom of Information Act

1. **Records:** Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
2. **Determination:** Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. **Confidentiality:** Maintain at all times.

635 Supply chain agreements

1. **General:** All consultants, subcontractors and suppliers possibly involved in the tasks listed must agree to the principles of collaborative working.
2. **Agreements in place:**
3. **Proposed agreements:** Provide details of all subcontractors/ suppliers who will be entering into framework agreements to undertake the tasks listed.
4. **Submittal date:**

Ω End of Section



A31

Provision, content and use of documents

Definitions and interpretations

110 Definitions

1. **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated here or in the appropriate referenced document.

120 Communication

1. **Definition:** Includes advise, inform, submit, give notice, instruct, agree, confirm, seek, provide or obtain information, consent or instructions, or make arrangements.
2. **Format:** In writing to the person named in clause A10/140 unless specified otherwise.
3. **Response:** Do not proceed until response has been received.

145 Contractor's choice

1. **Meaning:** Selection delegated to the Contractor, but liability to remain with the specifier.

150 Contractor's Design

1. **Meaning:** Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 Submit proposals

1. **Meaning:** Submit information in response to specified requirements.

160 Terms used in specification

1. **Remove:** Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.
2. **Remediate:** Action or measures taken to lessen, clean up, remove or mitigate the existence of hazardous materials; in accordance with standards, or requirements as may be set out by statutes, rules, regulations or specification.
3. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging. To include all labour, materials and site equipment for that purpose.
4. **Supply and fix:** As above, but including supply of products, components or systems to be fixed, together with everything necessary for their fixing. All products, components or systems are to be supplied and fixed unless stated otherwise.
5. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
6. **Keep for recycling:** As 'keep for reuse', but relates to a naturally occurring material rather than a manufactured product.
7. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
8. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.
9. **Repair:** Execute remedial work to restore something to its original working state. Make secure, sound and neat. Excludes redecoration and/ or replacement.



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10. **Refix:** Fix removed products.
11. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
12. **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
13. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

170 Manufacturer and product reference

1. **Definition:** When used in this combination:
 - 1.1. **Manufacturer:** the person or legal entity under whose name or trademark the particular product, component or system is marketed
 - 1.2. **Product reference:** the proprietary brand name and/ or identifier by which the particular product, component or system is described.
2. **Currency:** References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 Substitution of products

1. **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. **Reasons:** Submit reasons for the proposed substitution.
3. **Documentation:** Submit relevant information, including:
 - 3.1. manufacturer and product reference;
 - 3.2. cost;
 - 3.3. availability;
 - 3.4. relevant standards;
 - 3.5. performance;
 - 3.6. function;
 - 3.7. compatibility of accessories;
 - 3.8. proposed revisions to drawings and specification;
 - 3.9. compatibility with adjacent work;
 - 3.10. appearance;
 - 3.11. copy of warranty/ guarantee.
4. **Alterations to adjacent work:** If needed, advise scope, nature and cost.
5. **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

210 Cross references

1. **Accuracy:** Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
2. **Related terminology:** Where a numerical cross reference is not given, the relevant sections and clauses of the specification will apply.
3. **Relevant clauses:** Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
4. **Discrepancy or ambiguity:** Before proceeding, obtain clarification or instructions.

230 Equivalent products

1. **Inadvertent omission:** Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

240 Substitution of standards



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1. **Specification to British Standard or European Standard:** Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
2. **Before ordering: Submit** notification of all such substitutions.
3. **Documentary evidence: Submit** for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

250 Currency of documents and information

1. **Currency:** References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

260 Sizes

1. **General dimensions:** Products are specified by their co-ordinating sizes.
2. **Timber:** Cross section dimensions shown on drawings are:
 - 2.1. Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - 2.2. Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

Ω End of Section



A32

Management of the works

Clauses

117 Constructing Better Health scheme

1. **Membership:** Register and submit evidence of registration.
2. **Contact**
 - 2.1. Constructing Better Health, B&CE Building, Manor Royal, Crawley, West Sussex RH10 9QP.
 - 2.2. **Tel:** 0845 873 7726
 - 2.3. **Email:** info@cbhscheme.co.uk
 - 2.4. **Website:** www.cbhscheme.co.uk

118 Vehicle safety requirements

1. **Vehicle equipment:** Ensure that all vehicles have the following:
 - 1.1. Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
 - 1.2. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
 - 1.3. Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
 - 1.4. Side under run guards.
2. **Driver training**
 - 2.1. Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
 - 2.2. Drivers must have a valid driving licence and be legally able to drive the vehicle.
3. **Scheme membership:** Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS)
4. **Level of accreditation:** N/A
5. **Submittal date:** N/A

120 Insurance

1. **Documentary evidence:** Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

130 Insurance claims

1. **Notice:** If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the employer/ client, the person administering the Contract on their behalf and the Insurers.
2. **Failure to notify:** Indemnify the employer/ client against any loss, which may be caused by failure to give such notice.

150 Ownership

1. **Alteration/ clearance work:** Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

420 Removal/ replacement of existing work

1. **Extent and location:** Agree before commencement.



2. **Execution:** Carry out in ways that minimize the extent of work.

430 Proposed instructions

1. **Estimates:** If a proposed instruction requests an estimate of cost, submit without delay, and in any case within seven days.
2. **Include**
 - 2.1. A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - 2.2. Details of any additional resources required.
 - 2.3. Details of any adjustments to be made to the programme for the Works.
 - 2.4. Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
3. **Inability to comply:** Inform immediately if it is not possible to comply with any of the above requirements.

440 Measurement

1. **Covered work:** Give notice before covering work required to be measured.

Ω End of Section



A33

Quality standards/ control

Clauses

110 Incomplete documentation

1. **General:** Where and to the extent that products or work are not fully documented, they are to be:
 - 1.1. Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - 1.2. Suitable for the purposes stated or reasonably to be inferred from the project documents.
2. **Contract documents:** Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 Workmanship skills

1. **Operatives:** Appropriately skilled and experienced for the type and quality of work.
2. **Registration:** With Construction Skills Certification Scheme.
3. **Verification:** When requested, operatives must produce evidence of skills/ qualifications.

130 Quality of products

1. **Generally:** New. (Proposals for recycled products may be considered).
2. **Supply of each product:** From the same source or manufacturer.
3. **Whole quantity of each product required to complete the Works:** Consistent in kind, size, quality and overall appearance.
4. **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
5. **Deterioration:** Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

1. **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. **Colour batching:** Do not use different colour batches where they can be seen together.
3. **Dimensions:** Check on-site dimensions.
4. **Finished work:** Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
5. **Location and fixing of products:** Adjust joints open to view so they are even and regular.

150 Inspections

1. **Products and executions:** Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
 - 1.1. Date of inspection.
 - 1.2. Part of the work inspected.
 - 1.3. Respects or characteristics which are approved.
 - 1.4. Extent and purpose of the approval.
 - 1.5. Any associated conditions.

170 Manufacturer's recommendations/ instructions

1. **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. **Exceptions:** Submit details of changes to recommendations or instructions.



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3. **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
4. **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

330 Appearance and fit

1. **Tolerances and dimensions:** If likely to be critical to execution or difficult to achieve, as early as possible either:
 - 1.1. Submit proposals; or
 - 1.2. Arrange for inspection of appearance of relevant aspects of partially finished work.
2. **General tolerances (maximum):** To BS 5606, tables 1 and 2.

410 Services regulations

1. **New or existing services:** Comply with the Byelaws or Regulations of the relevant Statutory Authority.

420 Water regulations/ byelaws notification

1. **Requirements:** Notify Water Undertaker of any work carried out to (or which affects) new or existing services and submit any required plans, diagrams and details.
2. **Consent:** Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

430 Water regulations/ byelaws contractor's certificate

1. **On completion of the work:** Submit (copy where also required to the Water Undertaker) a certificate including:
 - 1.1. The address of the premises.
 - 1.2. A brief description of the new installation and/ or work carried out to an existing installation.
 - 1.3. The Contractor's name and address.
 - 1.4. A statement that the installation complies with the relevant Water Regulations or Byelaws.
 - 1.5. The name and signature of the individual responsible for checking compliance.
 - 1.6. The date on which the installation was checked.

435 Electrical installation certificate

1. **Submit:** When relevant electrical work is completed.
2. **Original certificate:** To be lodged in the Building Manual.

440 Gas, oil and solid fuel appliance installation certificate

1. **Before the completion date stated in the Contract:** Submit a certificate stating:
 - 1.1. The address of the premises.
 - 1.2. A brief description of the new installation and/ or work carried out to an existing installation.
 - 1.3. Any special recommendations or instructions for the safe use and operation of appliances and flues.
 - 1.4. The Contractor's name and address.
 - 1.5. A statement that the installation complies with the appropriate safety, installation and use regulations.
 - 1.6. The name, qualification and signature of the competent person responsible for checking compliance.
 - 1.7. The date on which the installation was checked.
2. **Certificate location:** Not Required



445 Service runs

1. **General:** Provide adequate space and support for services, including unobstructed routes and fixings.
2. **Ducts, chases and holes:** Form during construction rather than cut.
3. **Coordination with other works:** Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

510 Supervision

1. **Replacement:** Give maximum possible notice before changing person in charge or site agent.

540 Defects in existing work

1. **Undocumented defects:** When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
2. **Documented remedial work:** Do not execute work which may:
 - 2.1. Hinder access to defective products or work; or
 - 2.2. Be rendered abortive by remedial work.

710 Work before completion

1. **General:** Make good all damage consequent upon the Works.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Cleaning:** Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
4. **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
5. **COSHH dated data sheets:** Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. **Minor faults:** Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
7. **Moving parts of new work:** Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

720 Security at completion

1. **General:** Leave the Works secure with, where appropriate, all accesses closed and locked.
2. **Keys:** Account for and adequately label all keys, and hand over together with an itemized schedule, retaining duplicate schedule signed as a receipt.

730 Making good defects

1. **Remedial work:** Arrange access with
2. **Rectification:** Give reasonable notice for access to the various parts of the Works.
3. **Completion:** Notify when remedial works have been completed.

740 Highway/ sewer adoption

1. **Adoption procedure:** N/A
2. **Details:** N/A
3. **Standard:** To the technical approval of the relevant statutory authority
4. **Defects liability/ rectification period:** N/A
5. **Maintenance**



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- 5.1. Undertake to the satisfaction of the relevant statutory authority, including:
- 6. Making good of damage due to reasonable wear and tear occurring during the period.
 - 6.1. Clean at the end of the period.

Ω End of Section



A34

Security/ safety/ protection

Clauses

110 Pre-construction information

1. **Location:** Integral with the project Preliminaries, including but not restricted to the following sections:
 - 1.1. **Description of project:** Sections A10 and A11.
 - 1.2. **Client's consideration and management requirements:** Sections A12, A13 and A36.
 - 1.3. **Environmental restrictions and on-site risks:** Section A12, A35 and A34.
 - 1.4. **Significant design and construction hazards:** Section A34.
 - 1.5. **The health and safety file:** Section A37.

120 Execution hazards

1. **Common hazards:** Not listed. Control by good management and site practice.
2. **Significant hazards:** The design of the project includes the following:
 - 2.1. **Hazard:** Asbestos – Refer to individual school Management plans and asbestos section 2.6.
 - 2.2. **Precautions assumed:** See above
 - 2.3. **Specification reference:** See above
 - 2.4. **Drawing reference:** See above

130 Product hazards

1. **Hazardous substances:** Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: 'Workplace Exposure Limits'.
2. **Common hazards:** Not listed. Control by good management and site practice.
3. **Significant hazards:** Specified construction materials include the following:
 - 3.1. **Hazard:** Asbestos – Refer to individual school Management plans and asbestos section 2.6.
 - 3.2. **Material:** See above
 - 3.3. **Specification reference:** See above

140 Construction phase health and safety plan

1. **Submission:** Present to the employer/ client no later than 2 weeks prior to commencement on site.
2. **Confirmation:** Do not start construction work until the employer has confirmed in writing that the construction phase health and safety plan includes the procedures and arrangements required by the CDM Regulations.
3. **Content:** Develop the plan from, and draw on, the outline construction phase health and safety plan, clause A30/570, and the pre-tender health and safety plan/ pre-construction information.

150 Security

1. **Protection:** Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. **Access:** Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
3. **Special requirements:** None.



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160 Stability

1. **Responsibility:** Maintain the stability and structural integrity of the works and adjacent structures during the contract.
2. **Design loads:** Obtain details, support as necessary and prevent overloading.

170 Occupied premises

1. **Extent:** Existing buildings will be occupied and/ or used during the contract as follows:
2. **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
3. **Overtime:** If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

180 Access control

1. **Controlled areas:** Each site may be subject to Access control. This will be confirmed as part of site inductions.
2. **Control type:** TBC
3. **Authorised persons:** Submit a list of the names of all persons requiring access together with any other related information reasonably required.
4. **Return of credentials:** When requested or on completion of the work to which the controlled area relates.

190 Occupier's rules and regulations

1. **Compliance:** Conform to the occupier's rules and regulations affecting the site.
2. **Copies**
 - 2.1. **Location:** Each site may have their own occupiers rules and regulations which will be provided as part of site inductions.
 - 2.2. **Arrangements for inspection:** Contact the schools office.

200 Mobile telephones and portable electronic equipment

1. **Restrictions on use**
 - 1.1. Cameras are not to be used on mobile phones. Mobile phone use will be restricted to work areas. Radios on site are not permitted.

210 Safety provisions for site visits

1. **Safety:** Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
2. **Protective clothing and/ or equipment:** Provide and maintain on site for visitors to the-site.

220 Working precautions/ restrictions

1. **Hazardous areas:** Operatives must take precautions as follows:
 - 1.1. **Work area:** N/A
 - 1.2. **Precautions:** N/A
2. **Permit to work:** Operatives must comply with procedures in the following areas:
 - 2.1. **Work area:** N/A
 - 2.2. **Procedures:** N/A

330 Noise and vibration



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1. **Standard:** Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
2. **Noise levels from the Works:** Maximum level: 85 dB(A) when measured from 5m
3. **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
4. **Restrictions:** Do not use:
 - 4.1. Percussion tools and other noisy appliances without consent during the hours of 08:00 to 16:30
 - 4.2. Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

340 Pollution

1. **Prevention:** Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
2. **Contamination:** If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

350 Pesticides

1. **Use:** Not permitted.

360 Nuisance

1. **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. **Surface water:** Prevent hazardous build-up on-site, in excavations and to surrounding areas and roads.

370 Asbestos containing materials

1. **Duty:** Report immediately any suspected materials discovered during execution of the works.
 - 1.1. Do not disturb.
 - 1.2. Agree methods for safe removal or encapsulation.

371 Dangerous or hazardous substances

1. **Duty:** Report immediately suspected materials discovered during execution of the works.
 - 1.1. Do not disturb.
 - 1.2. Agree methods for safe removal or remediation.

380 Fire prevention

1. **Duty:** Prevent personal injury or death, and damage to the Works or other property from fire.
2. **Standard:** Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

390 Smoking on-site

1. **Smoking on-site:** Not permitted.

400 Burning on-site

1. **Burning on-site:** Not permitted.

420 Infected timber/ Contaminated materials



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1. **Removal:** Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
2. **Testing:** carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other microorganisms are within acceptable levels.

430 Waste

1. **Waste:** Includes rubbish, debris, spoil, containers and packaging, and surplus material requiring disposal.
2. **Requirement:** Minimize production and prevent accumulation of waste. Keep the site and works clean and tidy. Clean out voids and cavities in the construction before closing.
3. **Disposal:** Collect and store in suitable containers. Remove from site and dispose of in a safe and competent manner, as approved and directed by the waste regulation authority.
4. **Recyclable material:** Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
5. **Documentation:** Retain on-site.

440 Electromagnetic interference

1. **Duty:** Prevent excessive electromagnetic disturbance to apparatus outside the site.

460 Powder actuated fixing systems

1. **Use:** Not permitted.

510 Existing services

1. **Confirmation:** Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
2. **Identification:** Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
3. **Work adjacent to services**
 - 3.1. Comply with service authority's/ statutory undertaker's recommendations.
 - 3.2. **Adequately protect, and prevent damage to services:** Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
4. **Identifying services**
 - 4.1. **Below ground:** Use signboards, giving type and depth;
 - 4.2. **Overhead:** Use headroom markers.
5. **Damage to services:** If any results from execution of the Works:
 - 5.1. Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - 5.2. Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
 - 5.3. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
6. **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

520 Roads and footpaths

1. **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
2. **Damage caused by site traffic or otherwise consequent upon the Works:** Make good to the satisfaction of the Employer, Local Authority or other owner.



560 Existing features

1. **Protection:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
2. **Special requirements:**

570 Existing work

1. **Protection:** Prevent damage to existing work, structures or other property during the course of the work.
2. **Removal:** Minimum amount necessary.
3. **Replacement work:** To match existing.

580 Building interiors

1. **Protection:** Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

600 Existing furniture, fittings and equipment

1. **Protection:** Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
2. **Extent:** Before work in each room starts, the following will be removed:
 - 2.1.

610 Especially valuable/ vulnerable items

1. **Protection:** Ensure provision and maintenance of special protective measures to prevent damage to the following:
 - 1.1.
2. **Method statement:** Submit within one week of request describing special protection to be provided.

630 Existing structures

1. **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. **Supports:** During execution of the Works:
 - 2.1. Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
 - 2.2. Do not remove until new work is strong enough to support existing structure.
 - 2.3. Prevent overstressing of completed work when removing supports.
3. **Adjacent structures:** Monitor and immediately report excessive movement.
4. **Standard:** Comply with BS 5975 and BS EN 12812.

640 Materials for recycling/ reuse

1. **Duty:** Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
2. **Storage:** Stack neatly and protect until required by the Employer or for use in the Works as instructed.

Ω End of Section



A35

Specific limitations on method/ sequence/ timing

Clauses

160 Use or disposal of materials

1. Specific limitations:

170 Working Hours

1. Specific limitations: site specific.

Ω End of Section



A36

Facilities/ temporary work/ services

Clauses

280 Accommodation Use/ Location

1. Restrictions

- 1.1. Location
- 1.2. Timing:

410 Lighting

- 1. Finishing work and inspection:** Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

420 Lighting and power

- 1. Supply:** Electricity from the existing mains may be used for the Works as follows:

- 1.1. **Metering:**
- 1.2. **Point of supply:**
- 1.3. **Available capacity:**
- 1.4. **Frequency:** 50 Hz.
- 1.5. **Phase:**
- 1.6. **Current:** Alternating.

- 2. Continuity:** No responsibility will be accepted for the consequences of failure or restriction in supply.

430 Water

- 1. Supply:** The existing mains may be used for the Works as follows:

- 1.1. **Metering:**
- 1.2. **Source:**
- 1.3. **Location of supply point:**
- 1.4. **Conditions/ Restrictions:**

- 2. Continuity:** No responsibility will be accepted for the consequences of failure or restriction in supply.

440 Telephones

- 1. Direct communication:** As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

530 Beneficial use of installed systems

- 1. The following permanent systems may be used for the Works:** Select from list
- 2. Details:**

Ω End of Section



A37

Operation/ maintenance of the finished works

Clauses

115 Operation/ maintenance information

1. **General:** For each works order supply information that is required for inclusion in either the building manual or the health and safety file.
2. **Compilation:** Prepare information for Contractor designed or performance specified work including as built drawings.
 - 2.1. 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.
 - 2.2. Obtain or prepare other information to be included in the Manual.
3. **Format:** To match existing manual or file.

220 Training

1. **Objective:** Where required, explain and demonstrate to the Employer's maintenance staff or the end users the purpose, function and operation of the installation including items and procedures listed in the Building Manual.

Ω End of Section



A50

Work/ products by/ on behalf of the employer

Clauses

110 Work by/ on behalf of employer

1. **Title:**
2. **Description of work:**
3. **Carried out by:**
4. **Attendance:** Allow for the following additional to those reasonably required by the conditions of contract:-

120 Products provided by/ on behalf of employer

1. **General:** Details of such products are given in the work sections, for fixing as part of the contract. Use for no other purpose than the Works.
2. **Handling:** Accept delivery, check against receipts and take into appropriate storage.
3. **Surplus products:** Keep safe and obtain instructions.

Ω End of Section



A54

Provisional work/ items

Clauses

210 Provisional sums for undefined work

1. Item:
2. Description of work:
3. Provisional Sums: Include
4. Allow for general attendance.

590 Contingencies

1. Provisional sum: Include:

Ω End of Section

	appropriate, to allow for safe re-occupation of spaces.	
No.6 KPi	Result and test reporting – reports and tests to be issued to research supplier within 28 days of the site visit / sample taken.	Weekly
No.7 KPi	Reporting immediate safety concerns – if an immediate health and safety concern is identified whilst onsite, the contractor should report this to DfE on the same day, and no more than 24 hours after discovery.	Ongoing
No.8 KPi	Social value – The Department will review supplier(s) social value commitments prior to the conclusion of the contract. The number of people-hours of learning interventions committed to by the supplier during their tender will be assessed against their actual performance. The Department will seek evidence of delivery.	Once (Prior to the completion of the contract)



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1 Premises

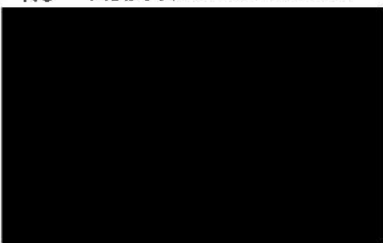
Multiple School Buildings

1.1 Employer
Department for Education
Sanctuary Building
Croxteth Drive
London
L17 1AA

1.2 Project Manager_____



1.3 Asbestos Consultant





2 Employers Survey Requirements

The Employer requires the undertaking of Refurbishment and Demolition Survey to be carried out at the "Premises" detailed above in accordance with the Guidance as set out in HSG264 (Asbestos: The Survey Guide).

The Asbestos Surveyor, and if subcontracted the laboratory undertaking the bulk sample analysis, is to be accredited by UKAS as complying with:

ISO/IEC 17020:2012 – General criteria for the operation of various types of bodies performing inspection and;

ISO/IEC 17025:2017 – General requirements for the competence of testing and calibration laboratories.

The Surveyor is to locate and describe, as far as reasonably practicable, all ACM's in the Premises in the areas as described elsewhere in this briefing document. The purpose of the Asbestos Refurbishment and Demolition Survey as set out in HSE publication HSG 264 is to allow the duty holder 'to successfully manage asbestos materials'.

Should it be necessary for any restrictions to be imposed on the scope or extent of the survey, then these are to be agreed with the Project Manager/Employer and be documented prior to commencement of the survey.



3 Scope of Survey Works and Areas to be Examined

Note – All areas of the premises, except exclusions, are to be inspected methodically, systematically and diligently as described below:

All survey works are to be undertaken for the purposes of identification of potential asbestos materials, assessment and risk management.

The works described below are based on the individual location where access is required for inspection. The individual instruction for each school will dictate the number and locations of each investigation site based on specific survey requirements.

3.1 Opening Up & Making Good

All opening up **MUST** be approved before the activity takes place and making good standards will be agreed with the Client in advance.

See Section 9 for all details

3.2 Works and Survey Requirements

Proposed Works	Areas to be Examined
Internal Works	
Ground Bearing Floor	
External Envelope Junction - Column Base (Corner) The work includes for the exposing of the column base to the external wall to allow full inspection.	Inspection of the area generally, including: A full investigation is to be undertaken of the floor coverings to full depth and all potential layers checked to include any adhesives. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind.
External Envelope Junction - Column Base (Mid Elevation) The work includes for the exposing of the column base to the external wall to allow full inspection.	Inspection of the area generally, including: A full investigation is to be undertaken of the floor coverings to full depth and all potential layers checked to include any adhesives. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind. Appropriate safe high-level access will be required to access the ceiling void. The height to the ceiling is over 2.1m If any openings are required in fixed ceilings or boxing, making good must take place using temporary boards bonded securely over the opening.
Internal Junction - Column Base The work includes for the exposing of the column base to the internal wall to allow full inspection.	Inspection of the area generally, including: A full investigation is to be undertaken of the floor coverings to full depth and all potential layers checked to include any adhesives. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind.



Intermediate Floor	
<p>External Envelope Junction – Beam-Column / External Wall) The work includes for the exposing of the column to the external wall to allow full inspection.</p>	<p>Inspection of the area generally, including: The ceiling void adjacent to the column/beam is to be fully inspected to include any column casing. This should also include any insulation material to pipes, ducting, etc. that may be affected by the works to the column. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind. Appropriate safe high-level access will be required to access the ceiling void. The height to the ceiling is over 2.1m If any openings are required in fixed ceilings or boxing, making good must take place using temporary boards bonded securely over the opening.</p>
<p>External Envelope Junction – Floor Deck-Beam / External Wall The work includes for the exposing of the column base to the external wall to allow full inspection.</p>	<p>Inspection of the area generally, including: A full investigation is to be undertaken of the floor coverings to full depth and all potential layers checked to include any adhesives. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind.</p>
<p>Internal Junction – Beam-Column The work includes for the exposing of the column to the internal wall to allow full inspection.</p>	<p>Inspection of the area generally, including: The ceiling void adjacent to the column/beam is to be fully inspected to include any column casing. This should also include any insulation material to pipes, ducting, etc. that may be affected by the works to the column. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind. Appropriate safe high-level access will be required to access the ceiling void. The height to the ceiling is over 2.1m If any openings are required in fixed ceilings or boxing, making good must take place using temporary boards bonded securely over the opening.</p>
<p>Internal Junction – Floor Deck-Beam The work includes for the exposing of the column base to the internal wall to allow full inspection.</p>	<p>Inspection of the area generally, including: A full investigation is to be undertaken of the floor coverings to full depth and all potential layers checked to include any adhesives. Any covering/partition to the base of the column is to be opened up to allow inspection of the structure behind.</p>
<p>Intermediate Area – Beam Span (Whole/part) The work includes for the exposing of the beams throughout the ceiling void to allow full inspection.</p>	<p>Inspection of the area generally, including: Where suspended ceilings are in place, the voids above are to be fully inspected to include all walls, ceiling slab and any services that pass through the void such as pipework, ventilation ducting, etc. The</p>



4 Access Equipment to be provided by the Surveyor

All necessary equipment will be supplied by the surveyor to provide suitable safe access to investigate the ceilings within all areas as necessary.

5 Known & Potential Site Hazards

- Working at height;
- Electrics;
- Plant;
- Asbestos materials.

6 Survey Making Good

Making good is required to the following standard(s):

Where holes and openings are made these are to be left in a way where they are safe for others to enter the building without causing a health and safety risk to themselves.

All inspections within plant and electrics should be left in a safe manner.

If any openings are required in fixed ceilings or boxing, making good must take place using temporary boards bonded securely over the opening.

Where inspections are made through the roof these are to be made good and weather proofed.

7 Exclusions & Caveats

The areas to be excluded are as follows:

Excluded Area	Reason for Exclusion
Within plant Within electrics	During the surveyor all plant and electrics on site will still be live, the surveyor is expected to provide an assumption of whether they are asbestos containing or not based on their experience and the age of the equipment.



8 Survey Pricing Summary

8.1 List of Documents to be returned with Tender

- Pricing Summary
- Schedule of Rates
- Programme

Valid:

- UKAS Accreditations
- Method & Risk Assessments for Specified Works
- Professional Indemnity Insurance to £1,000,000.00
- Product & Public Liability Insurance to £10,000,000.00
- Employers Liability Insurance to £5,000,000.00
- Confirm that Enhanced DBS Certificates of Nominated Persons are in place
- Details of any Prosecutions/Prohibition notices in last 5 Years

8.2 Pricing Summary

Refer to JCT MTC and agreed Schedule of Rates.

9 Asbestos Remediation Works

All works are to be carried out fully in accordance Legislation and associated Codes of Practice and Practical Guidance including, but not limited to:

- Control of Asbestos Regulations (CAR) 2012
- HSG247 The Licensed Contractors Guide
- HSG210 Asbestos Essentials
- ACOP L143 "Work with Asbestos Containing Materials"
- ACOP L21 Management of Health and Safety at Work
- In house documented procedures / company safety policy.

A plan of work clearly detailing each task that is to be undertaken, including all proposed transit and waste routes, is to be produced and submitted to the project manager at the time of the notification of the works to the HSE, along with a full assessment of all potential risks that are likely to be encountered whilst on site and copies of the ASB5 notification form, relevant insurance certificates, asbestos removal license, waste carriers license.

Where removal of asbestos materials is required, this will be deemed to include disposal of all said asbestos materials together with all other waste materials arising out of, and in the course of, the Works fully supported and evidenced by the appropriate waste transfer note(s).

Supporting Information required from the Licensed Asbestos Sub-Contractor:

- Asbestos Removal License
- Construction Line Certificate
- Waste Carriers License
- Professional Indemnity Insurance to £5,000,000.00
- Product & Public Liability Insurance to £10,000,000.00
- Employers Liability Insurance to £5,000,000.00



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- Confirmation that Security Certificates for personnel are in place
- Details of any Prosecutions/Prohibition notices in last 5 Years

As and when asbestos remediation works are required, there is a requirement that the main contractor will obtain at least 3 no. quotes from their supply chain, to ensure VFM is maintained for DfE.



10 Air Testing Requirement

The Client requires the undertaking of Compliance Air Monitoring to be carried out during asbestos remediation works in accordance with the Guidance as set out in HSG248 (Asbestos: The Analysts Guide).

The Air Monitoring Consultant shall be accredited through the United Kingdom Accreditation Service (UKAS) to the following standards:

ISO/IEC 17020:2004 – General criteria for the operation of various types of bodies performing inspection; and

ISO/IEC 17025:2005 – General requirements for the competence of testing & calibration laboratories.

Should it be necessary for any restrictions to be imposed on the scope or extent of the compliance monitoring, then these are to be agreed with the Project Manager/Asbestos Consultant/Client and be documented prior to commencement of the monitoring.

10.1.1 On-Site Compliance Monitoring:

For information, associated air monitoring will be required for ALL asbestos remediation works and the Air Monitoring Analyst will be expected to perform the following duties on their behalf:

- Monitoring and reporting on the asbestos removal contractor's adherence to:
 - ☐ documented method statements; and
 - ☐ specification.
- Monitoring and reporting on the asbestos removal contractor's progress and compliance with:
 - ☐ All relevant current legislation and associated practical guidance; and
 - ☐ The contractual scope of works.
 - ☐ Where enclosures are to be erected, agreeing with the asbestos removal contractor a suitable layout of the working area/s, ensuring the complete safety of the asbestos removal contractor's personnel and of any occupants of the buildings, visitors and the general public.

10.1.2 Air Monitoring and Four Stage Clearance Testing and Certification:

- Background air monitoring prior to and reassurance air monitoring during and on completion of the controlled asbestos works. Should the airborne fibre level exceed 0.01 fibres per millilitre of air the Project Manager is to be informed by the Consultant and the work will be stopped immediately. Control measures will be reviewed together with the necessary remedial actions to be taken.
- Visual inspection of the work area should be undertaken on completion of works and a certificate issued recording the findings of the inspection.

Where works are to be undertaken in an enclosure there will be a requirement to undertake the following:

- As part of these works there will also be a requirement to undertake personal monitoring on the operatives undertaking the controlled asbestos works to confirm the methodology of the works being completed to ensure that all control measures that are in place are sufficient. Should the airborne fibre level exceed the control limit of 0.1 fibres per cm³ of air averaged over a 4-hour time period the Project Manager is to be informed by the Air Monitoring Consultant and the



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work will be stopped immediately. Control measures will be reviewed together with the necessary remedial actions to be taken.

- Following the handing over of the enclosure by the LARC Supervisor, the Air Monitoring Consultant will be required to complete the four-stage clearance procedure and issue of associated certification. The stages to be undertaken on completion of all each enclosure are:
 - Stage One - preliminary check of site condition and job completeness;
 - Stage Two - a thorough visual inspection inside the enclosure;
 - Stage Three – clearance air monitoring;
 - Stage Four – final assessment post-enclosure dismantling.

10.1.3 Reporting:

- The Consultant is to complete all administrative functions and report to and liaise with the Project Managers and the Client Officer as appropriate.
- For the duration of the asbestos removal and decontamination works, the Consultant is to keep a concise and comprehensive written diary documenting all information relevant to the asbestos removal and decontamination programme.
- The Consultant is to report on all associated matters which may impact on the future management of risk from asbestos materials (for example, any inaccessible gaps that may need to be sealed).
- On final completion of the asbestos removal and decontamination works, the Consultant is to provide to the Client copies of all air monitoring and visual inspection certification and general documentation associated with the project.

10.2 Schedule of Rates

Refer to JCT MTC and agreed Schedule of Rates.



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•	Paper Print of Drawings: Plain paper prints of record drawings are required, folded to A4, for all contractor and manufacturer's drawings, and placed with the title outermost in clear plastic pockets.	39



1. Introduction

1.1 Client Objectives

It is the Client's duty to make suitable arrangements for managing a project and maintaining and reviewing these arrangements throughout the project to address the health and safety risks. For projects involving more than one contractor, these regulations require the Client to appoint a Principal Designer and a Principal Contractor and make sure they carry out their duties.

This Pre-Construction Information is information in the Client's possession or is reasonably obtainable by, or on behalf of, the Client. This information is relevant to the construction work and is of an appropriate level of detail to ensure that the design and construction of the works is proportionate to the hazards and risks involved.

It follows the requirements of the Construction (Design and Management) Regulations 2015 and associated approved code of practice (L143) and is intended to impart relevant information about the:

- The Project
- Planning and Management Arrangements
- Health and Safety hazards (Including design and construction hazards)
- Information in any existing H&S File

This information is to be provided by the Client and Principal Designer and subsequently developed by the Principal Designer and Principal Contractor prior to work commencing.

1.2 Principal Contractor

1.2.1 Main duties of the role

The main duty of the Principal Contractor is to plan, manage and monitor the construction phase and coordinate matters relating to health and safety during the construction phase and ensure that, so far as is reasonably practicable, construction work is carried out without risks to health or safety.

Good management of health and safety on site is crucial to the successful delivery of a construction project. In liaison with the Client and Principal Designer, Principal Contractors have an important role in managing the risks of the construction work and providing strong leadership to ensure standards are understood and followed.

In planning, managing, monitoring and coordinating the construction phase, a Principal Contractor must:

- take account of the general principles of prevention;
- ensure anyone they appoint has the skills, knowledge, and experience and, where they are an organisation, the organisational capability to carry out the work in a way that secures health and safety

The pre-construction information and any key design information identifying risks that need to be managed during construction work, is helpful in planning the construction phase and drawing up the Construction Phase Plan.



No work is to commence until the Principal Contractor's Construction Phase Plan (CPP) has been assessed for its adequacy by the Client.

On receipt of instructions to proceed by the Client, the Principal Contractor is under a legal duty to administer, implement and update the Construction Phase Plan as required by changes in design or circumstances, throughout the construction period.

The Principal Contractor's Construction Phase Plan must address clearly, the arrangements for managing and organising the project and include information as listed in the "Principal Contractor's Construction Phase Plan Essential Information," given in Appendix C, prior to work commencing on site.

1.3 Principal Designer

1.3.1 Main duties of the role

The role as Principal Designer is to plan, manage and monitor the co-ordination of the pre-construction phase, including any preparatory work carried out for the project. The Principal Designer must:

- Assist the Client in identifying, obtaining and collating the pre-construction information;
- Provide pre-construction information to designers, Principal Contractor and contractors;
- Ensure that designers comply with their duties and co-operate with each other;
- Liaise with the Principal contractor for the duration of the appointment;
- Prepare the Health and Safety File.

The duties as the Principal Designer apply regardless of the contractual arrangements for the appointment of other designers on the project. If other designers are appointed the Principal Designer is responsible for ensuring that they have the relevant skills, knowledge, training and experience to deliver their work.

1.3.2 Information during the pre-construction phase

The designers are to advise the Principal Designer of any issues with the health and safety content of the Client brief or any other existing information including identify any ambiguous or missing information. The Principal Designer is required to respond, either directly or by obtaining further information from the Client.

The designers are to provide regular updates, including information about issues or design changes that could potentially impact on health and safety. The Principal Designer may need to inform the Client about these, especially where changes have been made to their original brief.

The designers must provide health and safety information relating to their design, including any unusual remaining risks and details of the key assumptions and decisions they have made. This information is an important part of the pre-construction information that will be provided to the Principal Contractor. Examples could include risks identified on drawings, specific sequencing of erection, any phased handovers and any temporary support that is required.

The Principal Designer will also require design information for the health and safety file. This should include information that would be required for the post-construction life of the building, such as during cleaning, maintenance, alteration or demolition.

1.3.3 Information during the construction phase

The Principal Contractor is to provide feedback on the adequacy of the pre-construction information and/or design information provided including questions or queries and may identify ambiguous or missing



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information. The Principal Designer is required to respond, either directly or by obtaining further information from the Client or the designers.

The Principal Contractor should provide information about any issue or change that could potentially impact on health and safety during maintenance, operation and demolition. The Principal Designer is required to understand this impact and, where necessary, discuss this with the designers and Client e.g. installing cladding in such a way that it will be harder to replace, maintain or clean.



1.3.4 Information for completion and handover

For the health and safety file, the Principal Contractor is to provide construction information, including any changes to the original design and as-built drawings. This should include information that is required for cleaning, maintenance, alteration or demolition.

1.4 Notices to HSE

This project is not notifiable to the HSE.

The appointed contractor will be required to assume the duties of Principal Contractor as required by Regulation (12, 13, 14 & 15 CDM 2015).

1.5 Hazard Identification

Where Hazard Identification and Residual Risk registers have been compiled as a result of design risk workshops these will be provided. The Principal Contractor is to review and conduct their own risk assessment and bring any concerns to the attention of the design team.

1.6 Arcadis Consulting (UK) Quality Assurance Procedures

This Document has been checked in accordance with the Arcadis Consulting (UK) procedures.



2. Description of the Project

2.1 Project Description and Programme Details

Older Buildings Research to involve the following:

- Minor works in education settings across the South region of England to support the Older Buildings Research project.
- Review of existing asbestos registers; undertaking asbestos refurbishment and demolition (R&D) surveys to identify asbestos containing materials (ACMs) in localised areas in preparation for the opening up works to expose the structure for investigation/testing.
- Opening up works in settings to include: the careful removal of finishes to expose structure; removal of paint, plaster and other coatings; removal of samples for laboratory testing; trial pitting for foundations. Where possible, opening up works will be located in areas that do not include ACMs.
- Where opening up does require removal of finishes which include ACMs, localised opening up works for removal/remediation of asbestos and licensed disposal of asbestos.
- Engineering inspections including:
 - a. Measurements on site at appropriate levels of precision (production of figures, illustrations and photographs; and recording and reporting of findings).
- Testing to include:
 - a. Non-material specific testing (e.g. measurement of moisture content of various materials).
 - b. Material specific testing (concrete; metal (in particular steel); timber; masonry; and geotechnical).
 - c. In-situ non-destructive testing; in-situ destructive testing and laboratory-based testing.
- Making good following works.
- Re-occupancy certification and asbestos remediation/removal tests following asbestos removal using suitably qualified subcontractors.

2.2 Location of the Project

Various – List to be provided and appended to the specification documentation.

2.3 Timescale for Project Completion

Proposed commencement date: June 2025

Proposed completion date: December 2025

Length of contract: 7 Months, with a potential extension of 4 months.

2.4 Minimum time allowed from appointment

Minimum time allowed from appointment of the Principal Contractor to commencement of work shall be two weeks.



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The final agreed programme, giving the timescales for the commencement, phasing, sectional completion, final practical completion and commissioning of the works, is to be incorporated within the Construction Phase Plan.

2.5 Details of Parties Involved

Company Name	Address	Phone Number	Contact
Client			
Department for Education	Sanctuary Buildings, Great Smith Street London SW1P 3BT	Tel: N/A M: N/A	See email address.
E-mail Address:	olderbuildings.research@education.gov.uk		
Project Manager			
Principal Designer			
Architect/Designer			
Structural Engineer			



Company Name	Address	Phone Number	Contact
Principal Contractor			
<div></div>			
Health & Safety Executive			
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2.6 Structure

Post war school sites. Refer to Site Specific PCI information document for individual site details.

2.7 Extent and Location of Existing Records and Plans

All existing information by way of existing drawings, reports, structural appraisals etc., and other relevant information, is included in the tender documents or will be made available to the Principal Contractor.

Where information is not available the Client and Principal Designer shall ensure that suitable additional surveys are undertaken to provide the Principal Contractor with the relevant information to ensure the health safety and welfare of all persons involved with the project

For Available Information refer to Site Specific PCI information documentation.

The Principal Contractor is to ensure that the information provided is sufficiently detailed to allow identification of the risks associated with any hazards that may exist.

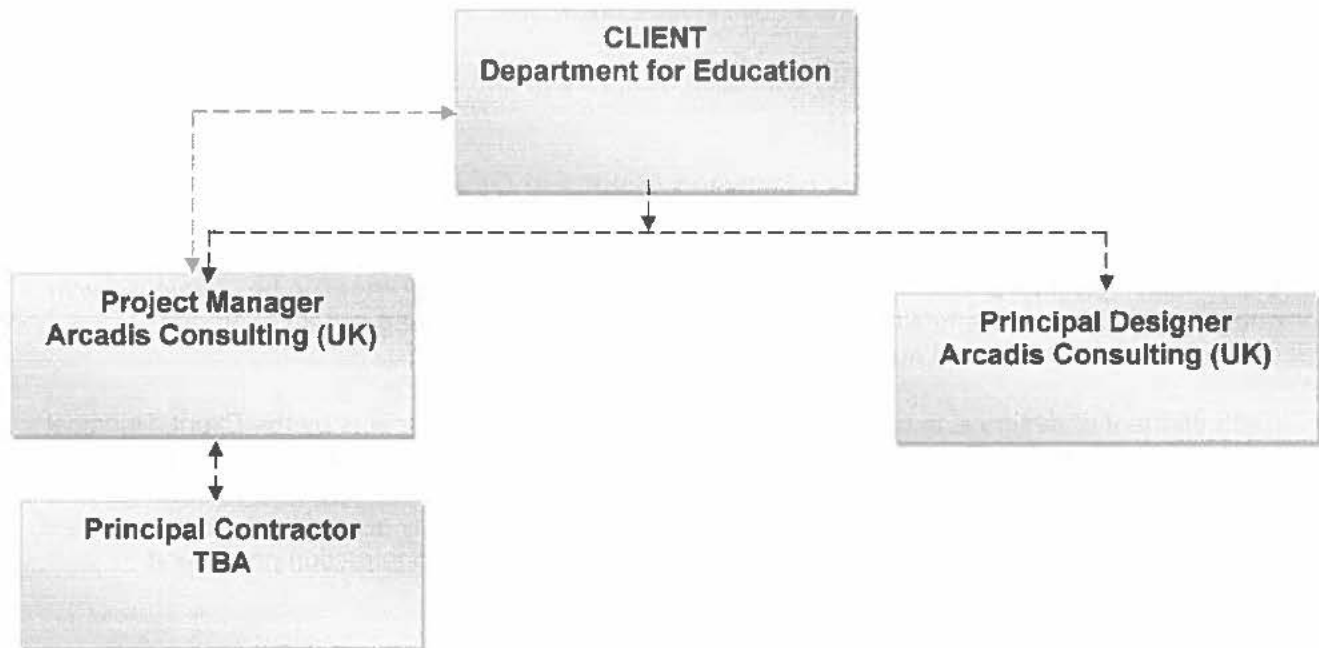
Where information is incomplete then additional surveys will be required prior to starting works on site.



3 Client Considerations and Management Requirements

3.1 Arrangements for;

3.1.1 Planning and Managing the Construction



3.1.2 Safety Goals and Monitoring Arrangements

The Client's aim is to satisfactorily complete this project with no accidents or instances of work-related ill health. In addition, the Client expects any contractors and all others associated with the project that the Principal Contractor may appoint, to approach health and safety matters in a similar way in order to achieve the highest standards of safety performance.

The Client and appointed Principal Contractor are to ensure that adequate resources are given to meet these goals and the issued Construction Phase Plan must reference the health and safety competence reviews of any and all contractors used for the project. The plan should contain where reasonable to do so an example of the process undertaken in this evaluation process, i.e. examples of typical questionnaires/ forms contractors are required to submit.

The Construction Phase Plan is to contain details/ arrangement and/ or management process the Principal Contractor has in place for monitoring and effecting behavioural safety on site. Upon appointment the Principal Contractor is to develop and detail such systems as are relevant to the works and include within the Construction Phase Plan.

The Client must review the appointments of the Principal Contractor and Principal Designer during the Pre- Construction and Construction Phases of the project to ensure they are compliant with their duties under the CDM Regulations 2015 with respect to the health, safety and welfare of all persons working on or affected by the construction work.

The Principal Contractor shall engage suitably qualified persons who can demonstrate their skills, knowledge and experience to undertake the role of site manager, and possess, as a minimum, a



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current, 5-day, Site Managers Safety Training Scheme (SMSTS) certificate or equivalent and a CSCS card.

The protection of the Public and pupils is paramount throughout this project that the Principal Contractor ensures the Health Safety and Welfare of all persons and incorporates the guidance contained in HSG 151 Protecting the Public in his Construction Phase Plan.

The Principal Contractor is to comply with all current Health and Safety Legislation and Approved Codes of Practice.

3.1.3 Communication and Liaison between Client and Others

CDM 2015 requires each element of design including temporary works, designed access equipment, individual specialist contractor and specialist designer packages to be developed with due consideration for the health and safety of all concerned both during construction and subsequent occupancy and maintenance.

Each element of design is to be co-ordinated for health and safety aspects by the Client, Principal Designer and Principal Contractor using design team meetings and risk workshops as appropriate.

The buildability and maintainability of the project must be reviewed by all parties during the project lifecycle from concept design during pre-construction, through the construction phase and maintainability throughout the building's lifecycle.

To facilitate this, the following shall apply:

- The Client is responsible for appointing, in writing, the Principal Designer, additional designers and the Principal Contractor ensuring they have the requisite skills, knowledge and experience to undertake their roles and responsibilities.
- The Principal Contractor is to ensure that any designer appointed is provided with all necessary information to enable the design to take into account other works and other design elements in selecting the most appropriate options.
- Each element of design shall be developed by the designer on the basis of hazard identification and control regarding execution, maintenance, repair and subsequent demolition and dismantling. If required the Client shall be provided with evidence of the skills, knowledge experience and resource of the personnel carrying out the work and of the hazard identification reports themselves.
- Each element of design shall be submitted in sufficient time to permit proper consideration of health and safety, to ensure that all designers have taken due regard to health and safety as part of their design.
- The Principal Contractor is required to update, amend and modify as necessary the detailed Construction Phase Plan in order to address any health and safety risk associated with individual design elements developed during the works, so that at all times the plan may be considered suitable and sufficient.

3.1.4 Security of the Site

The Principal Contractor is wholly responsible for the security of the site and provide all necessary measures as are reasonably practicable to prevent un-authorised access.



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The health, safety and security of the public, is paramount and relevant measures are to be adopted by the Principal Contractor to ensure that the same is maintained at all times for the duration of the works. The Client and project manager consider all breaches of security serious and breaches that occur as the result of a failure by the Principal Contractor will be deemed to be a serious failure in performance.

The Principal Contractor is to ensure that unauthorised access to the site, particularly by members of the public, is prevented for the duration of the works. Please refer to (HSG 151 "Protecting the Public – Your Next Move") for guidance. All arrangements shall be agreed prior to their implementation through inclusion in the Construction Phase Plan.

The Principal Contractor is required to provide appropriate security such that unauthorised access to any works is prevented; the following are suggested as the minimum requirements:

- Photographic access passes on completion of a site induction course.
- Provide adequate security resources and management to maintain physical security of the site.
- PC shall establish an access control point for the duration of the site works and establish a suitable control method to manage authorised access/egress of personnel.
- Ensure enclosure is fully secure from unauthorised access to prevent pilfering, theft, damage and access to the works. The Principal Contractor shall ensure that all regulatory licenses and approvals are sought and achieved for any required hoardings.

Depends on location, certain site is likely that problems associated with vandalism, theft and nuisance may be encountered, and any security measures introduced should reflect on this probability.

3.1.5 Welfare Provision

The Principal Contractor is to provide a written statement on how the welfare arrangements are to be implemented and provide a marked up site plan as part of the Construction Phase Plan showing the location of the site accommodation and welfare facilities.

Suitable welfare facilities must be provided by the Principal Contractor, or the Principal Contractor must gain approval from the Employer to use on site welfare for the duration of the works.

The facilities must be kept clean and adequately serviced throughout the works. The Principal Contractor must include additional cleaning regimes to deal with the current Pandemic. This should include additional cleaning of door handles, kettles, microwaves, tables etc. The Principal Contractor should include the provision of providing hand sanitisers (60% Alcohol Content) within the welfare facilities.

Welfare facilities will vary from site to site, however welfare facilities will be made available within the existing properties and should be maintained in a good condition throughout the project by the principal contractor. Please refer to Site Specific PCI information for individual requirements.

3.2 Requirements relating to Health and Safety of the Clients Employees or Customers or those involved in the Project

3.2.1 Site Hoarding Requirements



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All security fencing/barriers is to be of adequate design and construction to enclose site boundaries/work areas with health and safety warning signs to the public, and staff in accordance with all relevant UK Legislation and ACOP's.

The existing fire and emergency arrangements must be considered when working within the school and associated boundary. Any issues arising must be reported to the caretaker.

3.2.2 Site Transport Arrangements or Vehicle Movement Restrictions

Site Transport Arrangements or Vehicle Movement Restrictions will vary from site to site. **Please refer to Site Specific PCI information document.**

General principles will be that car parking is restricted to designated areas on the site, unless otherwise agreed with the Client.

All deliveries must be undertaken so as to prevent disruption to the operation of the local residents and other affected parties and must consider the safe access and egress for other road users especially local residents and commercial developments.

The Principal Contractor is to provide as part of the Construction Phase Plan a marked-up site plan showing vehicle movement routes to and from the site including to and from any storage areas.

All delivery of materials should be planned as to avoid congestion during busy periods e.g. early mornings and evenings during residents start and finish times and school times.

Where practicable the Principal Contractor is to segregate pedestrian and vehicular traffic.

3.2.3 Permits to Work Systems

The Principal Contractor is required to develop such a system for items that will require a 'Permit to Work' include but are not limited to:

- Hot Works
- Service Isolations i.e. (Electrical, Gas, Water, IT, Communications, Fire Systems etc.)
- Road Works
- Working in the Ground

3.2.4 Fire Precautions

The Principal Contractor is to consider the following issues:

- ensure that all necessary fire precautions are implemented and that site personnel are aware of all fire drills, all escape and rally points and positions of all firefighting equipment in the event of a fire.
- a responsible person in charge of fire safety who can assess fire risks, understands fire growth and spread, will prepare and up-date site evacuation plans as necessary, and will consider work adjacent to existing high risk properties, including residential properties and persons with specific mobility, hearing, vision and prepare where required a (PEEP) and salvage operation plan.
- ensure that the locations of the regional office muster points are known and not interfered with.



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- The Principal Contractor shall comply with the Joint Code of Practice 'Fire Prevention on Construction Sites' and the recommendations of HSG 168 – Fire Safety in Construction
- a fire safety plan and Fire Risk Assessment in compliance with the Regulatory Reform (Fire Safety) Order 2005 or the 'Joint Code' is to be prepared prior to any works commencing. It shall include procedures to reduce the risk of fire and for dealing with fires, explosion and other major incidents.

3.2.5 Emergency Procedures and Means of Escape

The Principal Contractor is to have a formulated emergency procedure for the site. This procedure is to include details of the nearest accident and emergency unit, local police details and a marked-up site plan for use by the emergency services.

Details of the Client's site emergency procedures will be provided and discussed as part of the preparations for site set-up and the Principal Contractor's plan must include suitable procedures to notify other building users of an emergency situation and to receive notification where such an incident occurs elsewhere on the site.

3.2.6 No-go areas or other authorisation requirements for those involved in the project

Please refer to Site Specific PCI information document.

3.2.7 Any areas designated as confined spaces

Please refer to Site Specific PCI information document.

3.2.8 Smoking Restrictions

Smoking will not be permitted on any site except in designated areas instructed by the Principal Contractor which must be carefully controlled, equipped with firefighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire.

3.2.9 Parking Restrictions

Parking will be restricted to designated areas in accordance with the Construction Phase Plan on a day to day basis.

3.2.10 Permitted Working Hours

The permitted core working hours will be typically:

Monday to Friday	08.00 to 17.00
Saturday	by arrangement with the Client and Contract Administrator
Sunday and Bank Holidays	by arrangement with the Client and Contract Administrator

Additional hours are permitted subject to conforming to the **local authority's** noisy work restrictions and with prior arrangement.



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Please refer to Site Specific PCI information document for any specific working hours arrangements.



4 Environmental Restrictions and Associated Hazards

Appendix B "Designer's Information on Significant Risks" highlights unusual and/or significant in respect to health and safety concerning this project. They are based upon issues raised by the Client, the Client's team and designer highlighted issues.

The Principal Contractor is deemed to have visited the site and to be fully acquainted with the nature, extent and restrictions relating to the land and developments surrounding the works.

4.1 Safety Hazards, including;

4.1.1 Boundaries and access, including temporary access

Access to the areas of operations for contractor's staff, will be via daily action plan.

Adequate warning signs, traffic management systems and temporary barriers etc., will need to be in place prior to construction works commencing on site.

The Principal Contractor is responsible for the safety and welfare of site personnel, visitors and the public within the site areas and therefore, where necessary, will provide safe traffic/pedestrian routes.

In conjunction with all contractors on site, the Principal Contractor is to consider the routes for distribution of materials around the site.

All working areas and temporary pedestrian or traffic routes are to be hoarded/fenced off and clearly sign posted to protect site personnel, visitors and the public at all times.

Throughout the period of the works, adequate means of escape must be continually maintained for contractor's personnel, visitors to the site and the public and tenants using the roads infrastructure and adjacent occupied buildings.

Routes for emergency vehicles entering and exiting the adjacent sites must always be maintained.

4.1.2 Restrictions on deliveries or waste collection or storage

The Principal Contractor is to ascertain and comply with any requirements or restrictions concerning access to the site, road traffic, standing vehicles and any restricted times or places for loading, unloading of materials, plant, equipment etc., in consultation with existing residents and those imposed by the highway authority, the police and other relevant bodies.

Vehicle access for deliveries is to be arranged on a daily basis according to the works location and taking care for the public and local residents, including public amenities i.e. Schools, Hospitals and Public Assembly Points.

In respect of the limited space for material storage, all deliveries are to be fully scheduled in accordance with the programme and delivered on a 'just in time' basis. Notification should be sent to all delivery firms to this effect. All risks to programme and works because of this restriction are to be notified to the Project Manager as soon as possible.



Details of any one-way systems, low bridges, load restrictions are to be reviewed and included in the works traffic management plans.

The adjacent roads, car parking areas and pedestrian routes will be in use throughout the course of the Works.

4.1.3 Adjacent land use

The sites are generally bounded by Domestic Properties, Retail Properties, Places of Assembly and Public Buildings. The areas are likely to be busy with vehicular and pedestrian traffic at all times.

In respect of the proximity of members of the public, to these works, the Principal Contractor should consider incorporating the observations and recommendations in HSE guidance document – HSG 151 Protecting the Public in his Construction Phase Plan. This document provides guidance and practical advice to all those designing, planning, managing or carrying out construction work to identify and eliminate the hazards and control the residual risks to others not directly involved in the project.

4.1.4 Existing storage of hazardous materials

Please refer to Site Specific PCI information document.

4.1.5 Location of existing services

It is necessary to undertake a careful appraisal of the existing services on site prior to the commencement of the development. This will ensure that all live services have been identified, traced, marked and protected to avoid damage or disconnected as required by the works to be undertaken. There is also the possibility of unrecorded services to which the Principal Contractor is to remain vigilant.

The Principal Contractor is to assume that any/all services found as part of the investigation works are live until otherwise proven.

No excavation is to be undertaken unless the area has been checked for the presence of underground services. Observance of the recommendations in HSE Guidance Note HS (G) 47 'Avoidance of underground services' may be prudent.

The Principal Contractor is to ensure that any services connected to adjacent occupied premises or other facilities are not disconnected or interfered with without due notice.

4.1.6 Ground conditions

The Principal Contractor is to consider the ground stability/ bearing capacity of proposed locations for permanent slabs for plant and equipment and temporary positions for containers, plant, equipment or materials, prior to positioning (if required).

4.1.7 Existing structures - stability or fragile materials



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Before starting work, the Principal Contractor and design team is to visit site and inspect all existing plant and affected structures and examine all available information and documentation and discuss any areas of uncertainty with the Project Manager.

The Principal Contractor is to consider preparing risk assessments and management systems for the movement of all personnel around the site with special emphasis placed on the internal works; the removal of debris; the delivery of plant and materials, protecting the structure of the building and ensuring structural members are not overloaded, particularly when new plant is installed and busy, congested areas detailing systems proposed to protect site operatives and others affected by the works.

The Principal Contractor is to ensure that all opening in the ground are appropriately and adequately protected when left unattended.

Due to the nature of the site, the proposed works may take place in various areas simultaneously. Within the Construction Phase Plan the Principal Contractor is to develop management and operating procedures to ensure that operatives do not clash with other sub-contractors carrying out similar work activities.

Temporary and permanent works and shoring are to be carried out where necessary to ensure the full safety and structural integrity of the building during partial demolition/ alteration works

4.1.8 Previous structural modifications

Please refer to Site Specific PCI information document.

4.1.9 Adversely affected structure

Please refer to Site Specific PCI information document.

4.1.10 Difficulties within premises

Please refer to Site Specific PCI information document.

4.1.11 Other Information

Please refer to Site Specific PCI information document.

4.2 Health Hazards including:

4.2.1 Asbestos

A Refurbishment and demolition survey must be undertaken prior to works commencing on site and the survey must be fully aligned to the work activities being undertaken.

Should any hazardous substance be detected or suspected during the course of the works, all works shall cease in that area until further tests are undertaken, and safe removal can be arranged, in accordance with the Control of Asbestos Regulations 2012 and any other prescriptive legislative requirements.



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The Principal Contractor is to ensure that all operatives have received (as a minimum) basic asbestos awareness training. Training records may be requested prior to any operations commencing on site.

4.2.2 Existing storage of hazardous materials

The Principal Contractor is to discuss with the operatives the possibility of any hazardous materials that may be present during the works and have access to COSHH data available particularly in the event of accidental contact by a site operative.

4.2.3 Contaminated land

None identified with regards to this project, however, this will be reported by exception within the Site Specific PCI information document.

4.2.4 Existing structures hazardous materials

Due to the nature of the premises, asbestos containing materials may be present. All works areas are to have a demolition and refurbishment survey prior to any works being undertaken and all operatives must be asbestos awareness trained.

4.2.5 Health risks arising from Client's activities

None identified with regards to this project, however, this will be reported by exception within the Site Specific PCI information document.



5 Significant Design and Construction Hazards

5.1 Design Assumptions and Control Measures

The Principal Contractor is to undertake their own risk assessments in accordance with statutory requirements, and all such risk assessments must be incorporated within the Construction Phase Plan.

Appendix B "Designer's Information on Significant Risks" highlights unusual and/or significant in respect to health and safety concerning this project. They are based upon issues raised by the Client, the Client's team and designer highlighted issues. It is essential that the Construction Phase Plan properly addresses these issues in the form of method statements/safe systems of work, before the specific work commences on site.

The Principal Contractor is to be advised of any further significant hazards/risks or work sequences, identified by designers or the Client as the detailed design is developed throughout the course of the construction phase. The Construction Phase Plan is to be updated or amended accordingly, to include any such hazards associated with either the site generally or the specific work packages.

5.2 Arrangements for co-ordination of on-going design work

If, due to unforeseen circumstance there are aspects of design which require modification post tender, the following procedure shall apply

- Notify the Client as soon as it becomes known that a design element is to be modified;
- Client may check that whoever is instructing the design team has ensured provision of all necessary information to enable the design to take into account other works and other design elements in selecting the most appropriate options when modifying the design
- Each modification to be developed on the basis of hazard identification and control regarding execution, maintenance, repair and subsequent demolition and dismantling
- Each design modification to be submitted in sufficient time to permit proper consideration of health and safety, and approval of the modification itself
- The Principal Contractor is required to update, amend and modify as necessary the detailed Construction Phase Plan to address any health and safety risk associated with individual design elements modified during the works, so that at all times the contractor's plan may be considered suitable and sufficient

5.3 Information on significant risks during design

The following significant hazardous work methods/sequences highlighted in this plan and on the Design Risk Assessments will require management on site:

- Lifting equipment control – programme of works, lifting plan, appointed person in charge, suitability of crane, segregation of work area and area below jib / material path etc. and Contract Lift Procedures.
- Further investigation to ensure that the safety and structural integrity of adjacent building structures are not compromised by any additional weight imposed on the structure, temporary and permanent works and shoring are to be carried out where necessary.
- Assess risks associated with site wide implication for traffic and emergency procedures draw up detailed Fire and Traffic Management Procedures, Emergency Plans, programmed Craneage and delivery schedules as appropriate.

5.4 Materials requiring particular precautions



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Although it is not anticipated that unusual materials will be specified, all designers should, within the Design Risk Register, provide details of the significant risks associated with the use of specified materials and substances.

Each contractor to provide COSHH assessments and product information for control of any materials and or substances specified within the construction carrying foreseeable significant potential hazards and / or requiring particular management methods i.e. wearing specialised PPE, use in well-ventilated areas, fire precautions for flammable substances etc.

The Principal Contractor is to comply with the current Control of Substances Hazardous to Health Regulations (COSHH) and produce risk assessments for handling or storage of any hazardous materials/substances that may be specified as the work proceeds.

COSHH assessments and product data for any materials incorporated into the final structure that carry on-going risks for, or require particular precautions by, persons engaged in maintenance, repair and subsequent demolition and dismantling works, must be passed to the Client for inclusion in the Health and Safety File.

Subject to development of the detailed design of the building fabric and materials specification, specific hazards may be identified in relation to the materials to be used in the works, and the Principal Contractor is to obtain the manufacturer's product data sheets, and work within the health and safety guidance given.

The following items are identified as a potential source of risk:

- two-part sealant/adhesives
- fire stop material
- cement additives for mortars and grouts
- dust:
 - Hardwoods
 - treated softwoods
 - Resin bonded sheet
- resin systems:
 - epoxy (high strength adhesives)
 - Polyester (cladding and coatings)
 - Polyurethane (coatings or adhesives)
- solvents
- fumes and gases (welding brazing and cutting metals) (Will depend on the metals being worked on, the electrodes used, fluxes etc. Main gases involved are carbon monoxide, nitrous fumes and ozone)
- acid/alkali for cleaning