

Part 2 Specification

Contract Reference

TTDA0623

Contract Title

**Replacement Fire Doors
Watcombe Primary School**

Contents

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A Overall Scope and Nature of the Requirement

A1 Scope of Works

Please refer to:

- **C1** Specifications and Conditions of Contract - Pages 9 – 41 of this document
- Appendix B – Builders Specification
- Appendix C – Schedule of Doors, Floor Plan
- Appendix D – Schedule of Doors, Spec
- Appendix E - Photos
- Appendix L – Lot 8 & 9 Passive Fire Protection v1 (Fusion 21 Framework)
- Appendix M – 230405BSC Lot 8 Bell Group Pricing TTDA0623

Works to be completed during the school's summer holiday period 26th July – 1st September 2023.

The form of contract will be JCT Minor Works Building Contract 2016 including all amendments applicable at the time of tender.

B Mandatory Pass / Fail Requirements

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in Part 5 Mandatory Criteria.

B1 Climate Emergency

On 24 June 2019, Torbay Council declared a 'Climate Emergency' and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council's procurement of goods, services and works is minimised in line with our response to the climate emergency.

B1.1 The Council's expectation is that it's Contractors:

- a) know the impact their organisation has on the environment;
- b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
- c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
- d) specifically in relation to this Contract are able to outline how carbon emissions will be minimised, with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - if buildings are used, environmental building survey(s) have been undertaken and any negative environmental impacts are mitigated / reduced;
 - if purchasing new vehicles low emission alternatives are considered/
- e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;
- f) work towards their organisation being Carbon Net Zero by 2030.

B2 Health and Safety

B2.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.

- B2.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
- a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
 - b) comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
 - c) not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
 - d) actively promote a positive health and safety culture;
 - e) only undertake work for which they have been trained and are qualified and competent to undertake;
 - f) where applicable, ensure that risk assessments and method statements relating to their work are presented to the Council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.
- B2.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

B3 Invoicing

- B3.1 The Council will make payment to the Provider upon completion of the works.
- B3.2 The Provider must make the invoice payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.
- B3.3 The invoice must be submitted by e-mail to: **invoices@torbay.gov.uk**.
- B3.4 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;
- B3.5 The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- B3.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- B3.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- B3.8 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

B4 Include Further Sections for Any Contract Specific Requirements

The Contractor shall note that although by Friday 1st September 2023 is the overall date for completion of the works, there will be a potential extension period of 4 days, to include the weekend, 2nd, 3rd September and two school inset days 4th, 5th September. However, this extension period will require prior consent from the school and as such all works should be priced to be completed by Friday 1st September 2023.

B5 Safeguarding and DBS Checks

In advance of the replacement of fire doors at Watcombe Primary School, attached is the schools' Safeguarding Policy. Compliance with the policy is a mandatory requirement for all personnel on site. As a contract specific requirement, the supplier must provide evidence of satisfactory enhanced DBS checks for all staff assigned to carry out the works at Watcombe Primary School prior to arrival on site. Please see Appendix K.

C Core Requirements

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting.

C1 Specifications and Conditions of Contract



1.1.1 SPECIFICATIONS AND CONDITIONS OF CONTRACT

FOR

1.1.1.1 REPLACEMENT OF 36 FIRE DOORS

AT

1.1.1.2 WATCOMBE PRIMARY SCHOOL, MOOR LANE, TORQUAY, TQ2 8NU

1.1.1.3 JOB NO. 3630

T D A

Property Services, Tor Hill House,
Union Street, Torquay. TQ2 5QW

February 2023

1.00 PRELIMINARIES

A10 PROJECT PARTICULARS

110 THE PROJECT:

120 EMPLOYER:

Torbay Council

Town Hall

Castle Circus

Torquay

TQ1 3DR

127 PRINCIPAL CONTRACTOR:

The Contractor

141 CONTRACT ADMINISTRATOR:

TDA

Property Services

Tor Hill House

Union Street

Torquay

TQ2 5QW

Tel: 01803 207556

147 PRINCIPAL DESIGNER:

TDA

Property Services

Tor Hill House

Union Street

Torquay

TQ2 5QW

01803 207556

170 **PRICING OF PRELIMINARIES**

The Contractor shall insert against the following items such sums as he requires to comply with the items. If any item is unpriced, it will be assumed that the Contractor has either charged for that item elsewhere or is not making a charge for that item. No subsequent claim will be considered. The pricing is to be set out within Part 8 Pricing – Preliminaries.

A11 **TENDER AND CONTRACT DOCUMENTS**

1.1.2 110 The Photograph Schedule and excel spreadsheet from which the Specification has been prepared are located on pro contract portal.

120 The Contract Drawings will be the same as the tender drawings.

180 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 Tor Hill House, Union Street, Torquay. TQ2 5QW

A12 **THE SITE/EXISTING BUILDINGS**

110 SITE VISIT:

The Contractor shall visit the site and surroundings to ascertain all particulars as to the nature and extent of the contract work, means of access, site conditions, storage and working space, police regulations and be satisfied generally upon all matters that may in any way affect the tender. No additional payments will be made for costs arising from lack of such knowledge.

120 ACCESS CONTACT:

The Contractor is to contact the following person to arrange a convenient time to visit the site to prepare his tender. Luke Kemp Contract Administrator: 01803 926321.

140 EXISTING MAINS/SERVICES:

The location of drains and underground water, electricity, gas, telephone and other services shown on any layout drawings is indicative only. The Contractor is to locate all drains and services before carrying out any excavations. Any damage caused to services shall be made good at the Contractor's own expense.

240 RISKS TO HEALTH AND SAFETY:

The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened.

The accuracy and sufficiency of this information is not guaranteed by the Employer or the Contract Administrator and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the works.

A13 DESCRIPTION / EXTENT OF THE WORK

For full spec please see pro contract portal.

To replace 36 fire doors, 13 doubles and 23 singles, including the disposal of existing, with FD/30/S grade fire doors or better and ensure, on completion, all comply with current Building and British Standard Regulations.

The work should be priced to proceed within the summer holidays; however provisions should be made to ensure access to the school is secure at all times and provides safe entrance, exit to all operatives as well as the secure storage of materials.

The contractor shall allow to work evenings and weekends as necessary to ensure that the works are completed within the contract dates stated below.

A20 FORM OF CONTRACT

110 JCT Minor Works Building contract 2016 including all amendments applicable at the time of tender.

CONTRACT PARTICULARS

The contract particulars shall be completed as follows:

| Clause etc. | Subject | |
|------------------------------|------------------------------------|--|
| Fifth Recital and Schedule 2 | Base Date | Note: to be 10 days before the date for returns of tender. |
| Fifth Recital | Construction Industry Scheme (CIS) | Employer at the Base Date * is a 'contractor' / is not a 'contractor' for the purposes of the CIS |

| | | |
|----------------------------------|--|--|
| Sixth Recital | CDM Regulations | The project * is notifiable /is not notifiable |
| Seventh Recital | Framework Agreement | |
| Eighth Recital and Schedule 3 | Supplementary Provisions | |
| | Collaborative Working | Paragraph 1 * applies /does not apply |
| | Health and Safety | Paragraph 2 * applies /does not apply |
| | Cost savings and value improvements | Paragraph 3 * applies /does not apply |
| | Sustainable development and environmental considerations | Paragraph 4 * applies /does not apply |

| | | |
|-----------|--|--|
| | Performance Indicators and monitoring | Paragraph 5 *applies/does not apply. |
| | Notification and negotiation of disputes | Paragraph 6 *does not apply |
| Article 7 | Arbitration | Article 7 and Schedule 1 apply |
| 1.1 | CDM Planning Period | Shall mean the period of ___4___ weeks ending on the date of commencement of the works. |
| 2.3 | Date for commencement of the works | 26 th July 2023 |
| 2.3 | Date for completion | 01 st September 2023 |
| 2.9 | Liquidation damages | at the rate of £_Nil___ per week or part thereof |
| 2.11 | Rectification Period | ___6___ months from this date of practical completion. |

| | | |
|---------------------|---|--|
| 4.3 | Percentage of the total value of work etc. | 95 per cent. |
| 4.4 | Percentage of the total amount to be paid to the contractor. | 97.5 per cent. |
| 4.8.1 | Supply of documentation for computation of amount to be finally certified. | 1 months from the date of practical completion. |
| 4.11 and Schedule 2 | Contribution, levy and tax changes. | Schedule 2 (Fluctuations Option) Does not apply |
| 4.11 and Schedule 2 | Percentage addition for Fluctuations Option | Does not apply |
| 5.3.2 | Contractor's insurance: Injury to person or property Insurance cover (for any one occurrence or series of occurrences arising out of one event) | £ 2,000,000.00 |
| 5.4A, 5.4B | Insurance of the works etc | Clause 5.4A , 5.4B or 5.4C |

| | | |
|-------------------------------|--|---|
| And 5.4C | alternative provisions. | applies |
| 5.4A.1 and 5.4B.1.2 | Percentage to cover Professional fees | 15 per cent. |
| 7.2 | Nominating body | The Adjudicator is the President or a vice President Of the Royal Institution of Chartered Surveyors. (delete all others) |
| Schedule 1 (paragraph 2.1) | Arbitration appointer of Arbitrator | President or a vice President of the Royal Institution of Chartered Surveyors. (delete all others) |

1.1.2.1.1.1.1 A30 TENDERING/SUBLETTING/SUPPLY

110 SCOPE

These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.

120 TENDERING PROCEDURE

Will be in accordance with the principles of the Code of Procedure for Single Stage Selective Tendering 1996.

160 EXCLUSIONS

If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA or Quantity Surveyor as soon as possible, defining the relevant part(s) and stating the reason(s) for his inability to tender.

170 ACCEPTANCE OF TENDER

The employer and his representatives offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted. Torbay Council will not be responsible for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

Tenders must remain open for consideration (unless previously withdrawn) for not less than 3 calendar months from the date fixed for the submission or lodgement of tenders. Information on the date of commencement is given in clause A20 of this document.

320 PRICING OF THE SPECIFICATION

Alterations and qualifications to the Specification must not be made without the written consent of the Contract Administer. Tenders containing unauthorised alterations or qualifications may be rejected.

330 THE PRICED SPECIFICATION

Must be submitted within two calendar days of request, together with any method statements which may have been requested in the pre-tender Health and Safety Plan if applicable.

340 ERRORS IN THE PRICED SPECIFICATION

Will be dealt with in accordance with the Code of Procedure for Single Stage Selective Tendering 1994. Alternative 1.

480 PROGRAMME OF WORKS

The Contractor shall submit a programme of works in the form of a bar chart detailing the sequence and timing of the principal parts of the works within one week of request.

1.1.2.1.1.2 A31 PROVISION, CONTENT AND USE OF DOCUMENTS

110 DEFINITIONS

The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate British Standard or British Standard glossary.

120 CA

Means the person nominated in the Contract as Architect or Contract administrator or his authorised representative.

130 IN WRITING

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

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

150 PRODUCTS

Means materials (including naturally occurring materials) and goods (including components, equipment, and accessories) intended for permanent incorporation in the Works.

201 EQUIVALENT PRODUCTS:

Where the Schedule of Works permit substitution of a product or different manufacturer to that specified and such substitution is desired, before ordering the product notify the CA and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Submit certified English translations of any foreign language documents.

Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the structure as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by CA.

A32 MANAGEMENT OF THE WORKS

110 SUPERVISION

Accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts.

Arrange and monitor a programme with each subcontractor, supplier, Local Authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.

The Contractor shall arrange for a competent representative to be in attendance on site for the duration of the contract.

120 INSURANCE

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

125 RESOURCES

The Contractor shall supply all labour, materials, goods, tools, plant, vehicles and everything else necessary for the complete performance of the contract in a good and workmanlike manner.

250 MONITORING

Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

300 ADVERSE WEATHER

Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

305 SITE MEETING(S)

The Contract Administrator should hold regular site meetings to review progress and other matters arising from the administration of the Contract.

310 SITE INSPECTIONS

The CA shall have access to the site at all reasonable times. Agree dates and times of inspections with the CA several days in advance, to enable the CA and other affected parties to be present.

430 ESTIMATED COST OF VARIATIONS

If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.

451 DAYWORKS

No work is to be executed on a daywork basis without due prior notice to and approval of the CA/Quantity Surveyor.

Before being delivered each daywork voucher must be referenced to the instruction under which the work is authorised and signed by the person in charge as evidence that the workman's names, the time spent by each, the plant and materials shown are correct. Worked up to show the full financial implications of the work described.

Vouchers must be submitted to the CA for verification.

460 INTERIM VALUATIONS

At least 3 days before the end of each established period of interim valuations submit to the CA or Quantity Surveyor details of amounts due under the contract together with all necessary supporting information.

1.1.2.1.1.2.1.1

A33
QUAL

ITY STANDARDS/CONTROL

110 GOOD PRACTICE

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be of a standard appropriate to the works and suitable for the functions stated in or reasonably to be inferred from the project documents, and in accordance with good building practice.

120 MATERIALS

Shall conform to the appropriate current British Standard.

130 PROPRIETARY PRODUCTS

Where proprietary articles, fittings, or materials are specified they are to be stored, assembled, fixed or used in strict accordance with the manufacturers instructions and recommendations.

185 INTER-TRADE ATTENDANCE

The Contractor shall provide attendance of trade upon trade as may be required to complete the works.

A34 SECURITY/SAFETY/PROTECTION

111 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

All construction projects fall under the requirements of the Construction (Design & Management) Regulations 2015, however additional duties apply where a project is notifiable to the HSE - this is where construction work:

- a) lasts more than 30 working days; or
- b) involves more than 500 persons days.

In such circumstances, the successful contractor will be appointed as Principal Contractor and will be expected to carry out all associated duties to comply with the Regulations.

The Principal Contractor shall refer to and take consideration of the Pre Construction Information when preparing their Construction Stage Health and Safety Plan.

The Principal Contractor will not commence any works on site until his Construction Stage Health and Safety Plan has been accepted in writing by the Client (who will take advice on its content from the Principal designer).

The Principal Contractor shall submit his Construction Stage Health and Safety Plan to the Principal designer at least 7 working days before commencement of works.

The Principal Contractor will provide the Contract Administrator with all design work carried out by all sub-contractors as and when it occurs.

At Practical Completion the Principal Contractor shall provide copies of the As- Built drawings to the Principal designer.

The Principal Contractor is to inform the Contract Administrator of all notifiable accidents or near misses that occur on site during the contract.

All works and costs arising out of the specific items listed on the Construction Stage Health and Safety Plan shall be deemed to be included in your tender sum.

125 STATUTORY REGULATIONS AND H.S.E. APPROVED CODES OF PRACTICE:

Comply with the following:

- The Health and Safety at Work etc, Act 1974
- Construction (Design & Management) Regulations 2015 (now incorporating the old Construction (Health, Safety & Welfare) Regulations 1996)
- The Work at Height Regulations 2005
- The Control of Asbestos Regulations 2006
- The Control of Noise at Work Regulations 2005
- The Management of Health & Safety at Work Regulation 1999
- The Workplace (Health, Safety & Welfare) Regulations 1992
- The Provision and Use of Work Equipment Regulations 1998
- Personal Protection Equipment at Work Regulations 1992
- Manual Handling Operation Regulations 1992
- Electricity at Work Regulations 1989
- The Gas Safety (Installation and Use) Regulations 1998
- COSHH Regulations 2002
- R.I.D.D.O.R. Regulations 1995
- The Health and Safety (Safety Signs and Signals) Regulations 1996
- Health & Safety (Consultation with Employees) Regulations 1996
- Also work to accord with the dictate of HSE Workplace Transport Safety
- Also relevant are the demands of the common law duty of care, which embraces visitors to site both official and uninvited

130 SECURITY:

Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property. Make good any damage or deficiencies arising therefrom.

131 PUBLIC SAFETY: (See also scaffolding/separation of work areas)

Protect the public and occupiers of the property by erection of temporary fences, fully sheeted scaffolding, hoardings, fans, footpaths, warning lights, etc. before starting work.

Ensure that means of escape from the property in the event of fire are maintained for the duration of the Works.

135 THE HEALTH AND SAFETY FILE:

The CDM Coordinator shall prepare and deliver the project Health and Safety File. The Contractor shall allow for all costs incurred in providing all relevant information throughout the contract period to the CDM Coordinator for the preparation of the Health and Safety File as defined in the Pre Construction Information.

136 DATA PROTECTION, FREEDOM OF INFORMATION, HUMAN RIGHTS, DISABILITY DISCRIMINATION, AND RACE RELATIONS.

“The Contractor will note the Authority’s current and future obligations under the Data Protection Act 1998, Freedom of Information Act 2000, Human Rights Act 1998, Disability Discrimination Act 1995 and Race Relations Act 1976 (all as amended from time to time) and any codes of practice and best practice guidance issues by the Government and the appropriate enforcement agencies.

The Contractor will comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under this contract.

The Contractor will facilitate the Authority’s compliance with the Authority’s obligations under these provisions and comply with any reasonable request from the Authority for that purpose.

The Contractor will act in respect of any person who receives or request service under this Contract as if the Contractor were a public authority for the purpose of the Human Rights Act 1998.

The Contractor notes particularly that the Authority may be required to provide information relating to this Contract or the Contractor to a person in order to comply with its obligations under these provisions.”

1.1.2.1.1.2.1.1.1 **WARNING**

It is a criminal offence, punishable by imprisonment to give or offer any gift or consideration whatsoever as an inducement or reward to any member of staff of Torbay Council. Such action will negate all current and future contracts.

145 **DELIVERIES**

Refer to pre-tender safety plan for any specific restrictions.

Generally, deliveries should be co-ordinated to ensure the minimum of inconvenience/disruption.

150 **OCCUPIED PREMISES**

Carry out the works without undue inconvenience and nuisance and without danger to occupants and users.

160 **SECURITY BADGES**

The Contractor shall supply all personal and operatives, including those of all sub-Contractors, with security badges, which contain a passport size photograph. Badges should clearly display the name of the Company, the name of the Operative, an issue date and an expiry date. Badges must be worn so that they are clearly visible at all times. Personnel not wearing badges will not be allowed access to the site, and if found on the site will be evicted without prior notice. At the discretion of the CA, individuals who are found to repeatedly disregard this requirement will be subject to a permanent ban.

No claims for abortive costs or return visits will be entertained if this is as a result of the enforcement of this policy.

199 **NOISE**

For the purposes of Section 60(5) of the Control of Pollution Act 1974 the contractor is responsible for and has control over the carrying out of the works. The contractor shall comply with the requirements of Section 60 and 61 of this Act.

200 EXISTING SERVICES

The Contractor shall allow for all the work necessary in verifying the position of existing services defined where possible on survey drawings which are defined.

PROTECT AGAINST THE FOLLOWING

210 EXPLOSIVES

The use of explosives is not permitted.

221 NOISE

Comply generally with BS 5228.

Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Do not use pneumatic drills and other noisy appliances without consent of the CA.

No portable radio/cassette players are to be used by work people within existing buildings, nor used on the remainder of the site that will annoy adjoining users/owners.

230 POLLUTION

Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate authorities and the CA without delay and provide them with all relevant information.

240 NUISANCE

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

260 FIRE

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

Smoking will not be permitted on the site except in mess rooms which must be carefully controlled and inspected to guard against risk of fire.

270 FLOOD

Ensure that there is no hazardous build up of water. Provide for temporary conveyance and disposal of rainwater from existing structures and the site during the course of the Works.

280 MOISTURE

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

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

285 BURNING ON SITE

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

290 WASTE

Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.

Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.

Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.

Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site.

PROTECT THE FOLLOWING

410 WORK IN ALL SECTIONS

Adequately protect all types of work and all parts of the works, including work carried out by others, throughout the Contract.

420 EXISTING SERVICES:

Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.

Before starting work check positions of existing services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.

Observe service authority's recommendations for work adjacent to existing services.

Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.

If any damage to services results from the Works notify CA and appropriate service authority without delay. Make arrangements for making good without delay to the satisfaction of the service authority or other owner as appropriate.

Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations

428 ROADS AND FOOTPATHS

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

435 REINSTATEMENT

The site area used by the Contractor and sub-contractors for the storage of materials, huts, offices etc., and the access to these areas are to be reinstated by the Contractor to a standard equal to that before the commencement of construction operations and approved by CA.

470 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

Prevent damage to any furniture, fittings or equipment left in the existing property.

483 TRESPASS AND NUISANCE

The Contractor is to confine all employees to the area of the works and not permit them to trespass into the surrounding properties, rooms or areas, without the permission of the property owners, the person in charge, or the CA and shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor or any sub-contractor, and of all or any of their employees.

484 SCAFFOLDING ETC.

The Contractor shall provide all scaffolding, trestles, ladders, plant and equipment required for the proper execution of the works, all in accordance with the Health and Safety at Work Act.

485 CLEANING

The Contractor at commencement shall adequately screen the area of work internally and/or externally to prevent the spread of dust and debris and protect all furniture and fittings.

On completion of works all surfaces within the following areas are to be cleaned by a specialist cleaning contractor. (Cleaning by the Contractor's own operatives will not be acceptable).

- (a) The area of the works.
- (b) Any areas affected by the transmission of dust etc from the works.
- (c) Any areas affected by the movement of operatives etc in and around the building.

All areas to be cleaned to a standard equivalent to that existing immediately prior to the commencement of the works, this is to be agreed at the pre-contract meeting. Contractors are to allow due time during the contract for the cleaning operation to be completed within the contract period.

A35 **SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING**

110 SCOPE

The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

130 METHOD/SEQUENCE OF WORK

Refer to main work schedule for details.

161 WORKING AREA

The Contractor will be confined to the areas indicated on the drawings.

190 WORKING HOURS

Generally Mon-Fri 8.00 am - 5.00 pm

No Weekend working without permission of CA.

No payment will be made under this contract for any extra costs incurred by the Contractor in working overtime to enable him to complete the works by the agreed completion date.

A36 FACILITIES/TEMPORARY WORK/SERVICES

110 LOCATIONS

Inform Contract Administrator of the intended siting of all spoil heaps, temporary works and services.

120 MAINTAIN

Alter, adapt and move temporary works and services as necessary. Clear away when no longer required and make good.

320 FENCING

Refer to separation of work areas section A34.

421 LIGHTING AND POWER:

The Contractor can make use of the existing building supplies, sources to be agreed at pre-contract meeting.

431 WATER

The contractor can make use of the existing building supplies, sources to be agreed at pre-contract meeting.

A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING

150 Co-ordinate and ensure the handing over the relevant number of copies of all manuals as required under the relevant sub-contract specifications.

Provide copies of all test/commissioning certificates as required within the specification.

Provide copies of all as fitted drawings to support the requirements of the specification and the CDM Safety File.

A40 CONTRACTOR'S GENERAL COST ITEMS:

MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

110 SITE ACCOMMODATION

A42 CONTRACTOR'S GENERAL COST ITEMS:

SERVICES AND FACILITIES

For details of services and facilities required or made/not made available by the Employer see Section A36.

- 110 POWER
- 120 LIGHTING
- 130 FUELS (including fuels for testing and commissioning).

- 140 WATER

- 150 TELEPHONE AND ADMINISTRATION

- 160 SAFETY, HEALTH AND WELFARE:

- 170 STORAGE OF MATERIALS

- 180 RUBBISH DISPOSAL

- 190 CLEANING

- 200 DRYING OUT

- 210 PROTECTION OF WORK IN ALL SECTIONS

- 220 SECURITY

230 MAINTAIN PUBLIC AND PRIVATE ROADS

240 SMALL PLANT AND TOOLS

310 ADDITIONAL SERVICES AND FACILITIES ITEMS:

(Insert below further cost items as may be required, with fixed charges and time related charges as appropriate.)

A43 CONTRACTOR'S GENERAL COST ITEMS:

MECHANICAL PLANT

110 ~~CRANES~~

120 HOISTS

130 PERSONNEL TRANSPORT.

140 TRANSPORT

150 ~~EARTHMOVING PLANT~~

160 ~~CONCRETE PLANT~~

170 ~~PILING PLANT~~

180 ~~PAVING AND SURFACING PLANT~~

250 ADDITIONAL MECHANICAL PLANT ITEMS:

(Insert below further cost items as may be required, with fixed charges and time related charges as required:)

A44 CONTRACTOR'S GENERAL COST ITEMS:

TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see Section A36.

110 TEMPORARY ROADS

120 TEMPORARY WALKWAYS

130 ACCESS SCAFFOLDING

140 SUPPORT SCAFFOLDING AND PROPPING

150 HOARDINGS, FANS, FENCING, ETC.

160 HARDSTANDING

170 TRAFFIC REGULATIONS

250 ADDITIONAL TEMPORARY WORKS ITEMS:

(Insert below further cost items as may be required, with fixed charges and time related charges as required.)

PROVISIONAL SUMS

Contingencies

Allow the sum of £6,000 [Six Thousand Pounds Only] for contingencies to be expended or omitted at the discretion of the Contract Administrator. £6,000.00

Provisional Sums for Dayworks

The Contractor is requested to price below the percentage additions to the prime cost of labour, materials and plant to provide the basis of payment for the authorised daywork in accordance with "Definition of Prime Cost of Daywork carried out under a Building Contract" current at the date of tender issued by the R.I.C.S. and the B.E.C. The rates for plant shall be at the current local hire rates.

Labour

- a. The prime cost of labour expended in daywork carried out during the progress of the Contract as defined in Section [3] of the aforesaid Definition of Prime Cost £1000 [One Thousand Pounds Only] £1000.00
- b. Add the percentage addition as defined in Section [6] of the aforesaid Definition of Prime Cost.

..... % £

Materials

- a. The prime cost value of materials used in dayworks carried out during the progress of the Contract as defined in Section [e] of the aforesaid definition of Prime Cost £500 [Five Hundred Pounds Only]. £500.00
- b. Add the percentage addition as defined in section [6] of the aforesaid Definition of Cost.

..... % £

Plant

a. The prime cost value of plant used in dayworks carried out during the progress of the Contract as defined in Section [5] of the aforesaid definition of Prime Cost. The amount payable shall be based on current local hire rates £500 [Five Hundred Pounds only].

b. Add the percentage addition as defined in the aforesaid Definition of Prime Cost.

..... % £

D Additional Requirements

D1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

E Social Value – Not Used

F Scope and Nature of Possible Modifications or Options

F1 Permitted Changes

- F1.1 Changes to the Contract shall be made only where such a Change is
- (a) permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
 - (b) is in accordance with the permitted changes set out in the Change Control Schedule of the Contract; or
 - (c) is explicitly referred to in section **Error! Reference source not found.**

G Appendix E







