

1.00 **PRELIMINARIES FOR TRACK AND ENGINE SHED**

1.01 Location

The works are situated in Poole Park, Poole, Dorset. BH13 7PH as indicated on drawing PPR CONS 107 – 1 Contractor Information Rev B (Appendix C2).

1.02 Scope of Contract

The Works in this Contract comprise the following:

- Demolition and removal of existing track and engine shed
- Supply and installation of miniature railway track
- Design, supply and construction of new engine shed to store engines and carriages (Contractor's Design Portion)

1.03 Lead Designer/Principal Designer/Contract Administrator

Chris Phillimore

Track Systems UK Ltd.

Brewood Lodge

Weston under Lizard

Shifnal

Telford

TF11 8NA

Tel: 0121 7949856/ 07740 541946

Email: chris@track-systems-uk.co.uk

Employer Project Manager

Helen Clarke

Building Capital Programme Team

Bournemouth, Christchurch & Poole Council

Civic Centre

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BH15 2RU

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Employer Representative

Anthony Rogers

Recreation & Community Manager

Culture and Community

Bournemouth, Christchurch & Poole Council

Upton House

Poole Road

Upton

Poole

BH17 7BJ

Tel: 01202 261345/07779 880679

Email: anthony.rogers@bcpcouncil.gov.uk

1.04 Programme

- Tender period – 14/11/19 to 04/12/19
- Appoint Contractor – WC 03/02/20
- Mobilisation – 03/02/20 to 28/02/20
- Works commencement – 02/03/20
- Works completion – 28/04/20
- Commissioning of purchased rolling stock - 22/07/20 to 04/08/20

1.05 Working Area/Site Access

The Contractor will be allocated the site compound for welfare, materials and plant storage as indicated on drawing PPR CONS 107 – 1 Contractor Information Rev B (Appendix C2). The existing grass and landscaped areas shall be reinstated to original levels, rotovated if required and re-seeded using an approved amenity mix and fenced off with 'flexi-net' or similar approved until established. Hard surface areas that are in need of reinstatement shall be agreed with the Employer and returned to their original or better condition with like-for-like materials.

Storage maybe available in the area near the engine shed as detailed on drawing PPR CONS 107 – 1 (Appendix C2) however due to tree roots in that area it will be the Contractor's responsibility to ensure that it does not impact on any trees, in particular no direct damage to trees and no compaction of root protection zones is permitted . A method statement should be submitted if this is proposed to be agreed by the Employer.

Due allowance must be made to ensure that the Contractor's building site areas including compound are contained within well defined Heras or similar fencing with lockable access gates and panels.

The Contractor is reminded that Poole Park is part of an area in daily use by the public, cyclists and animals and therefore he must take every precaution necessary to ensure their safety, access and the safety of his operatives at all times.

The Contractor is to agree and arrange access and exit arrangements to the Park with the Employer before commencing the works.

Public vehicles cannot access the park between 6am and 10am Monday to Saturday so the Contractor will have to remove barriers in this period. . Ideally vehicle deliveries will be before 10am each working day - Monday to Saturday to minimise disruptions to the public.

Vehicular access to the park is available via Kingland Road, Sandbanks Road, Whitecliff Road and Copse Close. Access via Copse Close will need to be arranged with the Employer as it is via a gate which will require a key to open.

All roads within Poole Park shall remain unobstructed at all times, other than if agreed with the Employer.

Means of escape from the working areas must be preserved at all times and access to the park for all vehicles.

Extreme care must be taken at all times on the grass, current track area and on the road. In particular the Contractor's (and his Sub-Contractor's) vehicles should be driven appropriately and must have hazard lights flashing.

Make due allowance for clearing all removals, excavated material and rubbish from site carting away to licensed landfill or recognised disposal site.

The Contractor and his Sub-Contractors must not park upon the construction site area except for unloading and loading unless authorised by the Employer. Parking will be permitted in the disabled parking bays (6 spaces) on Whitecliff Road, a notice to be left in windscreen saying the owner is working on the railway project.

The park access roads, paths and public area must be kept clean and free from debris and builders materials at all times.

1.06 Site Visit

The Contractor is to visit the site before submitting tender and ascertain all local conditions and restrictions likely to affect the execution of the works. For access to the site please contact:

Employer Project Manager

Helen Clarke

Tel: 01202 261236/07717 458363

Email: h.clarke@bcpcouncil.gov.uk

For technical queries please contact:

Chris Phillimore

Tel: 0121 7949856/ 07740 541946

Email: chris@track-systems-uk.co.uk

1.07 Working Hours

All work is to be carried out during normal working weekday hours, i.e. Monday to Friday 7:30a.m. to 5:30p.m. Weekend working maybe possible if agreed with the Contract Administrator.

1.08 Acceptance of Tender

The Employer does not bind itself to accept any tender nor will the Employer be responsible for any expense involved in the same.

1.09 Contract Documentation

The Contract documents are to include the tender documents, drawings, PCI document and the Contractor's proposals for the Contractor Designed Portion

General

BCP PPR - CONS 107 - 1 Contractor Information Rev B (Appendix C2).
Pre - construction Information – Track & shed (Appendix D)

Employer's Requirements for Engine Shed (Contractor Designed Portion)

BCP PPR - CONS – PL – 01 New Engine Shed Block Plan Rev C (Appendix C7)

BCP PPR – CONS – 104 New Engine Shed Rev I (Sheets 1 – 3) (Appendix C1)

New Rolling Stock Shed – Specification Rev 006 dated 30/10/19 (Appendix A2)

Track

BCP PPR - CONS 101 - 1 Track Alignment Rev H (Appendix C4)

BCP PPR CONS - 102 Track Alignment (Sheet 1- 13) Rev H (Appendix C5)

BCP PPR CONS - 103 Construction Details (Sheet 1 - 16) Rev J (Appendix A3)

Gradient Profile of Track dated 13/08/19 (Appendix C3)

Output Specification - Track (Sheet 1- 7) dated 27/09/19 (Appendix A1)

Track Handover Requirements dated 27/09/19 (Appendix A3)

1.10 Conditions of Contract

The Form of Contract will be the JCT Minor Works Building Contract with Contractor's Design 2016 Edition and incorporating specific Employer amendments as listed in Appendix B1.

Allow for the obligations, liabilities and services described therein against the following headings below.

Recitals

First the Employer wishes to have the following work carried out:

Removal of existing railway track and engine shed. Supply and installation of railway track. Design, supply and installation of engine shed for a miniature railway (Contractor's Design portion).

at

Poole Park, Parkstone road, Poole. Dorset. BH15 2SF ('the Works') under the direction of the Contract Administrator referred to in Article 3;

Second the Works include the design and construction of

The Engine Shed as described in the Employer's Requirements referred to in Appendix B3.

(‘the Contractor’s Designed Portion’)

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

the drawings numbered/listed in item 1.09 of the preliminaries annexed to this Contract (‘the Contract Drawings’)

a specification (‘the Construction Specification’)

Fourth the Contractor has supplied the Employer with a copy of the priced Contract Specification

Articles

Article 3: Architect/Contract Administrator

For the purposes of this Contract the Contract Administrator is
Chris Phillimore
Track Systems UK Ltd.
Brewood Lodge
Weston under Lizard
Shifnal
Telford
TF11 8NA

Article 4: Principal Designer

The principal Designer for the purposes of the CDM Regulations is the Architect/Contract administrator

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor.

Contract Particulars

Fifth Recital and Schedule 2: Base Date

10 days before date of tender return

Fifth Recital and Clause 4.2: Construction Industry Scheme (CIS) Employer at the Base Date

is a Contractor for the purposes of the CIS

Sixth Recital: CDM Regulations

the project is notifiable

Seventh Recital: Not applicable

Eighth Recital and Schedule 3: Supplemental Provisions

Collaborative working: Applies

Health and Safety
Applies

Cost savings and value improvement
Applies

Sustainable development and environmental development
Applies

Performance Indicators and Monitoring
Does not apply

Notification and negotiation of disputes
Applies

Employer's nominee: TBC

Contractor's nominee: TBC

Article 7 Arbitration Does not apply

2.3 Works commencement date
02 March 2020

2.3 Date for completion
28 April 2020

2.9 Liquidated damages
At the rate of £2,450 per week

2.11 Rectification Period
12 Months from the date of practical completion of the works

4.3 Interim payments – Interim Valuation Dates
1 month after date of possession and thereafter at intervals of 1 month

4.3 Payments due prior to practical completion – percentage of the total value of work etc.
95%

4.3 Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor

97.5%

4.3 and 4.8 Fluctuations Provision

no fluctuations provision applies

Percentage addition for Schedule 2 (paragraph 13) – N/A

4.8.1 Supply of documentation for computation of amount to be finally certified

3 months

5.3 Contractor's Public Liability Insurance

£10 million

5.4A, 5.4B and 5.4C Insurance of the Works

Clause 5.4A applies

5.4A & 5.4B Percentage to cover professional fees

15%

5.4C Insurance arrangements – details of the required policy or policies

N/A

7.2 Adjudication

The Royal Institution of Chartered Surveyors

Schedule 1 (paragraph 2.1) Arbitration

N/A

The Agreement will be executed as a Deed.

1.11 Statutory Regulations and Approvals

The Contractor is to allow for complying with and giving all notices required by all Acts of Parliament, any instrument, rules or orders made under any Act of Parliament and with the Bye-laws and regulations of the Local Authority, Highway Authority, Water Undertaker, Gas and Electricity Boards, or any statutory undertakers who have any jurisdiction with regard to the Works and for furnishing all plans and drawings that are or may be required to be given to any Authority in conformity to the said Acts, Bye-Laws and Regulations and paying all fees legally demanded there under, to any such Authorities or Public Officers in respect of the Works.

1.12 Race Relations

The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory

modification or re-enactment thereof relating to discrimination in employment.

1.13 Health and Safety at Work

This item to be read in conjunction with the Pre-Construction Information document.

Please note that the successful Contractor will be asked to outline his safe method of carrying out the work prior to commencing on site.

Construction (Head Protection) Regulations 1989: The Contractor should ensure that all personnel working on site and all visitors must comply with this Regulation and is to ensure that additional hard hats are available for visitors to the site, as necessary.

It is the Contractor's responsibility to:

- (a) Identify when and where head protection should be worn.
- (b) Inform site personnel.
- (c) Provide adequate supervision.
- (d) Check head protection is worn when necessary.

It will be necessary for the Contractor to provide safety signs regarding head protection indicating that site personnel are entering a head protection area.

1.14 Temporary Suspension of the Works

Should any operations on the site be found to be interfering with the working of Poole Park and its businesses, an official nominated by them may request the Contract Administrator to instruct the Contractor to suspend such operation temporarily. (NO such instruction shall be acted upon when given by anyone other than in writing by the Contract Administrator).

When such temporary suspension is ordered, the Contractor shall endeavor to deploy his labour to alternative work on the site but where this proves impracticable he shall be reimbursed as though unemployed men were, for the period of the suspension, employed on approved dayworks.

At the end of each day in which such temporary suspension has been ordered, the Contractor shall prepare a return showing the number of men, their respective trades and the times during which it is claimed they have been unemployed. This return shall be deposited with the Contract Administrator. Payment in accordance with these provisions shall be conditional upon receipt by the Contract Administrator of the aforementioned returns on the day following that on which the delay takes place.

Notwithstanding the foregoing, the Contractor shall plan and execute the whole of the Works in such a way as will interfere as little as possible with the normal working of the Park.

1.15 Fire Precautions

Prior to the contract commencing the Contractor is to liaise with the Contract Administrator to discuss his proposals for carrying out the works and to ensure that the extent of any fire hazards in the works are fully known to both the Contractor and the Employer.

The Contractor will be responsible for ensuring that all his or his Sub-Contractor's workmen employed on any works shall be aware of the availability of fire fighting equipment and the procedure in the event of a fire:

- (a) Raise alarm and call Fire Brigade.
- (b) Ensure the safety of all persons in the vicinity.
- (c) Attempt to extinguish the fire with the equipment available or enclose it (i.e. shut the room door).

The Contractor must provide fire extinguishers appropriate to the risk of the work being carried out and positioned close to the working area.

All workmen should be aware of all escape routes, in the event of fire, in their vicinity.

All paths, corridors and doors affording an escape route in the event of fire, must be maintained, and kept free from obstruction. Work which is likely to create heat, smoke, dust or fumes to be controlled and kept to a minimum.

Contractor's buildings, equipment and vehicles must be sited so as not to create a fire risk to the buildings and adjoining properties and vehicles.

All workmen must follow a no smoking policy for the premises and take all sensible precautions to prevent the occurrence of fire.

The Contractor is to secure the site at the end of each working day. All flammable rubbish must be quickly disposed of, and taken outside buildings at night. A skip should be provided for large accumulations of rubbish. Rubbish must not be burned on site.

No operation involving flammable liquids, flame, hot air, arc or gas welding or cutting, brazing and soldering, blowlamps, or other equipment producing heat or having naked flames should be begun without prior permission from the site Foreman who should be vigilant in the monitoring of such activities.

The use or storage of highly flammable liquids (with flashpoints below 32 deg F) in or near the buildings is not permitted. For other flammable

liquids, only a minimum quantity, suitable for one day's work, should be kept in the work area, which should be well ventilated.

Only gas cylinders in use should be kept in the work area and the cylinder valves should be turned off when not in use. When the area is left it should be secured, or the cylinders removed to a safe place. Cylinders should be kept in a secure, well ventilated store not less than 6 metres from the nearest building, with a prominent notice 'DANGER, NO SMOKING OR NAKED LIGHTS'.

Spillages should be cleared up immediately by rags, waste, sawdust or sand and disposed of into metal bins with lids and removed from the site.

All electrical wiring and equipment should be in accordance with current I.E.E. Regulations. All equipment must be disconnected when not in use.

No portable space heater should be introduced without prior consent of the Contract Administrator.

If cutting or welding operations are to be carried out on site, then following consultation with the Contract Administrator and agreeing that the job cannot be done by other means, it should be ensured that:

- (a) two people are present;
- (b) equipment, especially flexible hose, is in good condition;
- (c) there is no combustible material on to which sparks might fall, any such surface which cannot be moved should be covered by a non-combustible sheet;
- (d) no combustible material is in contact with metal being heated;
- (e) fire extinguisher is kept close by;
- (f) gas cylinders are removed after use;
- (g) area is checked for fire at completion and again 60 minutes later.

If bitumen heating or soldering operations are to be carried out on site then the equipment:

- (a) must not be left unattended;
- (b) should be placed on a non-combustible surface in a safe position and a suitable extinguisher kept close by;
- (c) when not in use electrical appliances must be disconnected and gas cylinders turned off.

When using blow lamps or blow torches, it should be ensured that:

- (a) kerosene appliances are only filled and lighted in the open and not refilled when hot;
- (b) gas lamps are allowed to cool before changing cylinders and this should be done in the open;
- (c) blow lamps are not left burning unattended;

- (d) care is taken to avoid the ignition of dust or fluff etc. in unseen cavities in window frames and roof overhangs etc.
- (e) portable extinguishers are readily available;
- (f) the area is checked about 30 minutes after work is finished for signs of smoldering.

1.16 Prevention of Damage or Loss

Take all reasonable precautions to prevent damage to the existing buildings in the vicinity of the works.

1.17 Electricity for the Works

The Contractor is to provide a generator as electricity supply to the engine shed will be disconnected during the works. No item of electrical equipment is to be used in the execution of the work unless it is fitted with a suppressor which ensures that there is no interference with electrical equipment/appliances/ televisions etc.

All power tools and extension leads shall be 110v only. The Contractor shall be responsible for the supply of suitable transformers.

1.18 Plant Costs

Provide all plant, tools, equipment and vehicles for the execution of the works.

1.19 Protecting the Works

Safeguard the site, the works, materials and plant from damage and theft.

1.20 Cleanliness

Provide and maintain throughout the contract, at appropriate stages, dust mats and sheets, to prevent the spread of dust and dirt from the working area. Remove rubbish and debris as it accumulates and generally keep the site and the works clean and tidy for the duration of the contract. Provide and use dustsheets or hardboard, at all times to protect finishes.

Ensure escape routes are left clean and tidy at the end of each working day. (i.e. no tools, materials, dust, dirt etc.).

1.21 Work at Completion

Remove all temporary marking, covering and protective wrappings and leave the job clean and ready for immediate use. Clean glass, sweep and scrub all floors as necessary, to the satisfaction of the Contract Administrator and the Employer.

1.22 Contingency Sum

Contingency sums shall be expended in part or in full as directed by the Contract Administrator and shall be deemed to have included all overheads, on costs, profits and other expenses in the sum.

1.23 Materials

The Contractor shall be responsible for the receiving, unloading, storing and protecting of all materials delivered to the site and for the return of crates and packings as necessary.

1.24 Site Storage

The Contractor will be able to store plant and materials within the area of the Contractor's compound as indicated on drawing PPR CONS 107 – 1 Contractor Information Rev A. The Contractor is to ensure that the compound is adequately fenced and secure. The Contractor shall allow for all costs involved in storing his equipment, materials, and bringing to site as and when required. All damage to the site storage areas are to be made good by the Contractor at his own expense.

1.25 Car Parking

Parking (6 spaces) will be permitted in the disabled parking bays on Whitecliff Road; a notice is to be left in the windscreen saying the owner is working on the railway project.

There are 3 public free car parks in the park:

- next to The Kitchen (around 40 spaces, up to 2 hours stay)
- near the small roundabout between Rockley Watersports and The Ark (around 30 spaces, up to 3 hours stay)
- next to The Ark (around 60 spaces, up to 3 hours stay)

Roads are available for free parking by the public subject to restrictions.

1.26 Radios

The use of radios, musical instruments and other audible devices is not allowed on site at any time. The Contractor and his workmen shall refrain from shouting, swearing etc., whilst working.

1.27 Canteen Facilities

The Contractor is to provide his own messing facilities and must ensure that they are kept in a clean and tidy state.

1.28 Water for the Works

Water for the works will be supplied free of cost to the Contractor. A tap is located by the fence at the front of the station building.

1.29 Welfare facilities

The Contractor is to provide their own toilet facilities and must ensure that they are kept in a clean and tidy state.

1.30 Foreman-in-Charge

A competent Foreman-in-Charge shall be kept on site by the Contractor at all times during the progress of the works, and any instructions given to him shall be deemed to have been given to the Contractor. The Contractor may not change the Foreman in charge during the course of the works without good reason and without first agreeing the change with the Contract Administrator.

1.31 Telephone Facilities

The Contractor shall ensure that the Foreman on site is accessible at all hours during the contract period. A telephone number for the site/foreman, (i.e. mobile telephone number), shall be given by the Contractor to all parties at the time of possession of site.

1.32 Provisional Sums

Include provisional sums as listed, to be expended as directed by the Contract Administrator and to be deducted in whole or in part if not required.

1.33 Mechanical and Electrical Works

The Contractor is responsible for the complete Mechanical and Electrical installations as specified.

1.34 Maintenance of Existing Services

Before work commences, the Contractor shall ascertain the positions of all known live services which may be affected by his operations. He must take all necessary measures to maintain and protect them. If any damage is caused, he must notify the Contract Administrator and make good the damage at his own expense.

1.35 Interruption of Services

The Contractor shall give a minimum of seven working days notice to the Contract Administrator before any existing mechanical, electrical or drainage services can be interrupted and he must plan his work accordingly.

1.36 Use of Site

Do not use the sites for any other purpose other than carrying out of the works.

1.37 Programme of Works

An indicative programme is to be submitted with the Contractor's tender return. Immediately upon receipt of an official order, the Contractor shall prepare a detailed programme for the execution of the Works. This shall be prepared in conjunction with all his suppliers and sub-Contractors to confirm that the project will be completed within the Contract Period.

The Contractor shall not impede the progress of any other work through unjustifiable delay in delivery of materials, shortage of labour or non-completion of any section of work. Any impending delay shall be immediately brought to the attention of the Contract Administrator in writing. Any such action shall in no way relieve the Contractor of his responsibility for the completion of Contract work to the programmed completion date.

After discussion with the Contract Administrator the Contractor shall include in his programme a period of time within the Contract Period for

checking, inspecting, witnessing of tests and commissioning of all Contract Works, both during and after completion of the installation.

1.38 Concurrent contracts\associated works

There may be some works to the roads including changes in alignment and configuration of the roundabout. However they will not be in the Contractor's work areas.

1.39 Noise and other Nuisance

Noise, vibration, dust, smoke, pollution, obstruction or any other nuisance caused to any person or property in the neighbourhood shall be kept to a minimum. Compressors, pneumatic drills etc. shall be fitted with silencers.

1.40 Security of the Buildings

The Contractor shall ensure that the execution of the works does not endanger the running of or security of the buildings. The Contractor must ensure that all his workmen are issued with and wear Contractors Security passes. The Contract Administrator can and will stop any workmen who do not conform and wear the identity passes, and any loss to the Contractors progress/programme will be at the Contractors expense.

1.41 Specification

Tenderers should not make any alterations to the Specification without a specific written instruction from the Contract administrator. Any other alteration will not be recognised.

Should the tenderer find any discrepancy in these documents he should inform the Contract Administrator who will issue directions with regard to the discrepancy.

Tenderers should note the following:

- (a) Words expressed in the singular include the plural and vice versa.
- (b) The terms 'approved' and 'directed' mean approved and directed by the Contract Administrator.

1.42 Approval

Approval (and words derived there from) means the approval in writing of the Contract Administrator.

1.43 Comprehensive Tender

Pricing of the tender shall include for carrying out the entire works in accordance with the documents and from what reasonably can be implied from them, including amongst other things:

- (1) Labour and all costs in connection therewith including design costs.
- (2) Commodities and all costs in connection therewith, including conveyance, delivery, unloading, storing, returning, packings,

handling, hoisting, lowering, cutting, fitting and fixing in position, removing protective measures.

- (3) Use of plant, tools and equipment.
- (4) Waste of commodities.
- (5) Establishment charges.
- (6) Overhead charges.
- (7) Profit.

1.44 Entering Prices in the Tender Document

An individual price should be entered for each item for which a money column is provided; unpriced items will be deemed to have no financial significance or it will be assumed that their cost has been included elsewhere in the tendering document. Allow in the tendering document for everything indicated by the documents and for what can reasonably be inferred there from and from a careful inspection of the site including any and all foreseeable additional work and risks. Any items that are not clear should be clarified with the Contract Administrator prior to tender.

1.45 Overtime

No overtime will be paid for as an extra to the Contract, unless authorised and so agreed in writing by the Contract Administrator.

1.46 Non-Productive overtime

Non-Productive Overtime will not be allowed as an extra to the Contract unless authorised, and so agreed in writing by the Contract Administrator. Should the rate of progress lag so as to endanger the completion of the Contract within the time stated or within any extension of time fixed under the Contract, and the Contractor arranges for overtime to be worked, he is to include any costs incurred by any such overtime in the Tender price. No allowance or extra will be admitted on this account in the settlement of the Contract.

1.47 Importation of Labour

If the labour position in the district is or becomes unsatisfactory, the Contractor is to adequately augment his labour force by recruitment from other districts and is to include for all additional expense, including higher rates of wages, lodging, subsistence and travelling expenses and allowances, travelling time and cost of conveyances.

1.48 Value Added Tax

The Contractor shall supply to the Contract Administrator duplicate copies of his interim provisional assessments and final statement of the value upon which VAT is chargeable concurrently with his issue of the original of such assessment and statement to the Employer.

1.49 Statutory Tax Deduction

Construction Industry Scheme IR14/15(CIS)

The Employer is a 'Deemed Contractor' for the purposes of the Construction Industry Scheme IR14/15(CIS).

The successful tenderer will be required to produce his tax certificate or certifying document for inspection by the Employer.

The Employer will keep a record of all payments to Contractors in a similar form to that required for the information of the HMRC.

The Contractor is reminded of his duties with regard to any Sub-Contractors employed by him in particular he must provide the Sub-Contractor with a CIS25 voucher to show any deduction made within 14 days of the end of the tax month in which any payment is made. Sub-Contractors must hold either a Registration Card or a Sub-Contractors Tax Certificate before payment can be made to them. Where a Sub-Contractor holds a Registration Card, the Contractor must make a deduction from all payments for labour of an amount on account of the Sub-Contractor's tax and National Insurance contribution (NIC) liability. Where the Sub-Contractor holds a Sub-Contractors Tax Certificate, the Contractor will pay him or her gross, which is, with no amounts taken off. Payments to sub-Contractors should not be made unless the Contractor is satisfied that their tax certificates are genuine.

1.50 Injury to Persons

The Contractor shall take such precautions and shall carry out the work in such a manner as is necessary to prevent damage to property and he shall report immediately in writing to the Contract Administrator the occurrence of any damage.

To be read in conjunction with the Pre-Construction Health and Safety File.

1.51 C.O.S.H.H.

The Contractor is to ensure that his employees and sub-Contractors comply with the requirements of the C.O.S.H.H. regulations. They must be conversant with the use of any substances which could be hazardous to health, be properly protected and take any other necessary precautions.

To be read in conjunction with the Pre-Construction Health and Safety File.

1.52 Drying the Works

Allow for drying out the building and for regulating the moisture content of all parts of the Works to levels which satisfy the requirements of all following trades and sub-Contractors and for maintaining at all times the temperature and humidity at such levels as will prevent shrinkage, distortion, or deterioration of all the materials and goods before and after their incorporation in the Works.

1.53 Supervision, Design, Workmanship and Materials

Wherever in this Specification the terms 'directed', 'selected' or 'approved' are used, this refers to the 'direction', 'selection' or 'approval' of the Contract Administrator.

All work must be of the highest standard and to the Contract Administrators approval using the materials specified or such alternatives and design proposed by the Contractor and agreed by the Contract Administrator at tender analysis stage.

The Contractor shall construct the works to the requirements of all current Building Regulations, British Standards, Model Engineering Standards and IEE Regulations. These requirements shall take precedence where they exceed the following criteria

Where approval of materials is required, submit samples to the Contract Administrator and remove when no longer required.

Attention is drawn to the fact that in mentioning the name or the description of any of the proprietary articles or materials, this is only for the purpose of preparing this specification. All articles and materials are to be handled, fixed, mixed and used in strict accordance with the latest published instructions of their manufacturers. Other suitable and equal articles or materials may be submitted for the Contract Administrator's approval but not so as to delay progress.

Materials and workmanship are to be of the best quality for the work in hand. The Contractor is to carry out everything necessary for the proper design and execution of the works, whether or not shown on the drawings or described in the specification, providing it may be reasonably inferred there from.

Craftsmanship

Undertake work by or under the direct supervision of operatives with suitable training, experience and competence. Craftsmen shall undertake work requiring special skill. Do not permit apprentices to work unsupervised.

1.55 Documents to be submitted by the Contractor

The Contractor shall provide with his tender the following information as detailed below and as required in the Specification and Handover requirements (Appendix A).

- (1) Outline programme supported by Construction proposals, materials to be used and method statement.
- (2) Names of Specialist Sub - Contractors for works which are to be sub-let.
- (3) Names of key personnel who will be involved in the project.
- (4) Proposals for site storage, accommodation, storage & parking.
- (5) A statement on specific resources allocated to Health and Safety Plan and Health & Safety File and the intended implementation and

compliance with Construction (Design and Management) Regulations 2007.

- (6) Priced specification.
- (7) Details of previous contracts of a similar nature.
- (8) Drawings and specification for the Engine Shed (Contractor's Design Portion)

Only tenders fully completed as requested will be considered.

1.56 Completion

Hand over the works and related areas, clean, functional and complete, fit for immediate use as intended as detailed in the Specification and Handover requirements (Appendix A).