

ASHFORD BOROUGH COUNCIL

Tender For: Mass Concrete Underpinning – 2-5 and 6-9
Askes Court and 18 The Chennells in the
Borough of Ashford, Kent

Contract Number: STRUC/21/2

Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL

Guidance For Submitting Tender

Have you completed/supplied?

| | |
|--|--------------------------|
| Form of Tender | <input type="checkbox"/> |
| Collusive Tendering Certificate | <input type="checkbox"/> |
| Equality Act Declaration | <input type="checkbox"/> |
| Pricing Information | <input type="checkbox"/> |
| To include, where applicable: dayworks/preliminary costs/schedule of rates/schedule of dwellings/pricing sheet/safeguarding guidance | |
| Standard Selection Questionnaire and response to quality questions | <input type="checkbox"/> |
| Method Statement | <input type="checkbox"/> |

All documents should be uploaded to the Kent Business Portal by the due/date time.

Do's and Don'ts

Do's

- **Do** register on the Kent Business Portal Site, <https://www.kentbusinessportal.org.uk/> and express and interest in the opportunity you are interested in. You will then receive any amendments to the tender the council issues, and responses to any clarification received.
- **Do** provide requested information on time and in the required format.
- **Do** provide clear and concise contact details; telephone numbers, e-mails and fax details.
- **Do** thoroughly check your prices and data before final submission of pricing schedules or quotations.
- **Do** review your policies on a regular basis to ensure that they comply with current legislation.
- **Do** comply with the Instructions to Tender and any other regulations that apply to procurement. Failure to do so will lead to disqualification.
- **Do** make sure that you have not exceeded the number of pages/words you are asked to submit – and make sure that the responses to the questions are clearly numbered.
- **Do** make sure that when uploading your bids electronically to the Kent Business Portal you read the following guidance;
 - *Keep file names simple and without punctuation or short capitalised words that could be interpreted as SQL*
https://www.w3schools.com/sql/sql_in.asp Avoid words like IN, WHERE or FULL or punctuation such as > or) in the filename
 - *Do not use multiple tabs (should complete in one browser session)*
 - *Be patient whilst larger files are uploaded even if the system seems a little unresponsive (as clicking upload again can cause issues)*
 - *There is a list of accepted file types max size 1GB* txt, rft, mpp, vsd, dwg, rar, msg, ics, html,gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers, pages
 - For suppliers there is a dedicated supplier support team, if urgent they can call 0330 005 0352 or e-mail ProContractSuppliers@proactis.com or suppliersupport@proactis.com

Don'ts

- **Don't** send 'glossy' brochures or information that has not been requested, this makes any responses difficult to properly assess. Only send what has been requested and only send supplementary information if we have offered the opportunity to do so.
- **Don't** send company accounts, reports, H&S Policies, etc. unless we specifically ask for them. If your bid is successful we may ask for confirmation of these details.
- **Don't** seek to influence the tender process by requesting meetings unless invited or contacting the Council to support your tender. If your tender requires clarification you will be contacted.
- **Don't** seek changes to the tender documentation after tenders have been submitted.
- **Don't** leave submitting your tender to the last minute, just in case there are any technical difficulties with IT
- **Don't** ignore the last date/time for clarification – no correspondence will be entered into after this date has passed. Other tenderers may have already submitted their bid

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

STRUC/21/2: MASS CONCRETE UNDERPINNING – 2-5 AND 6-9 ASKES COURT AND 18 THE CHENNELLS IN THE BOROUGH OF ASHFORD, KENT

Form of Tender

We are willing to contract for and hereby undertake to carry out the works included in the Specification, and drawings, (if any), prepared by or in collaboration with S. Williams, and to her entire satisfaction, for the sum of:

| | | |
|---------------------|---|------------------------------------|
| Tender Sum | £ | <input type="text"/> |
| | | + |
| Contingency | £ | <input type="text" value="3,000"/> |
| | | = |
| Total Tender | £ | <input type="text"/> |

The Total Tender submitted is to remain valid for a period of 120 days from the date of tender submission.

1. For the use of a Registered Company

*For and on behalf of

To be signed by duly authorised
officers on behalf of the company

Address of Registered Office

2. For the use of a Partnership or Sole Trader

Names must be in full Christian and Surnames and in the case of a partnership, all members of the firm must sign

Name:

Signature:

Name:

Signature:

Name:

Signature:

Trading as:

Address:

Date:

3. For the use of a Direct Services Organisation or other Organisation

To be signed by duly authorised Officers on behalf of Direct Services Organisation or other Organisations

Name:

Signature:

Name:

Signature:

Notes: (a) Ashford Borough Council do not bind themselves to accept the lowest or any tender.
(b) No tender will be considered where the tenderer in any way alters the conditions of tendering. Secretaries of Registered Companies are requested to insert the full name of the Company after the words "for and on behalf of" when signing the Form of Tender.

COLLUSIVE TENDERING CERTIFICATE

TO: Ashford Borough Council
Civic Centre
Tannery Lane
Ashford, Kent
TN23 1PL

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person (outside this organisation) other than the person calling for those tenders the content of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) enter into any agreement or arrangement with any other person (outside this organisation) that they shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender to the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed:

Name:

(in block capitals)

In the capacity of:

duly authorised to give such certificate for and on behalf of

(in block capitals)

Telephone No:

Fax No:

Email:

Address:

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

THE EQUALITIES ACT 2010

This form must be completed, signed and returned with your tender. Failure to return the form or inadequate answers may result in your tender not being considered for acceptance.

| Question | Answer |
|---|--------|
| 1. Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of any protected characteristic in relation to: - recruitment and selection - promotion and transfers - training and development opportunities - pay and all other conditions of employment? | YES/NO |
| 2. Is your equal opportunities/equality policy set out in: a) instructions to those concerned with recruitment, training and promotion; b) documents available to employees, recognized trade unions or other representative groups or employees; c) recruitment advertisements or other literature; appropriate training to staff and managers? | YES/NO |
| 3. Do you make specific reference to removing barriers to equal access and opportunity and preventing discrimination or less favourable treatment on the grounds of gender reassignment or being transgender? | YES/NO |
| 4. In the last three years, has your organisation been involved in any Employment Tribunal proceedings, including receiving an ET1 form, on the grounds of alleged unlawful discrimination? | YES/NO |
| 5. If the answer to question 4 is affirmative what was the finding and what steps, if any, did you take in consequence of that finding? | |

Signed:

Company:

Date:

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

CONDITIONS OF TENDER

STRUC/21/2: MASS CONCRETE UNDERPINNING – 2-5 AND 6-9 ASKES COURT AND 18 THE CHENNELLS IN THE BOROUGH OF ASHFORD, KENT

1. The Tender Sum must provide for all costs associated with the Description of Works in the Preliminaries and for satisfying all other obligations as set out in the Preliminaries and Specification.
2. The Total Tender must be exclusive of VAT, but in addition to the Total Tender the Contractor shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract.
3. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.
4. The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.
5. The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.
6. The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.
7. The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.
8. The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.
9. On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.
10. No Tender shall be deemed to have been accepted unless notified in writing.
11. The Tenderer shall in addition to the Form of Tender, fully price the "Contract Data". Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.
12. The Total Tender is to include the contingency sum of **£3,000.00** which is to be expended only upon written instructions from the Contract Administrator.
13. The Form of Tender together with all documentation supplied by the Council to the submitting company must be duly completed and submitted to Ashford Borough Council via the Kent Business Portal <https://www.kentbusinessportal.org.uk/> no later than 10:00hrs on Wednesday 29th September 2021.

14. If the Tenderer is a Local Authority the Form of Tender MUST be accompanied with a signed statement in respect of Work undertaken by the Local Authority/DSO for bodies pursuant to the Local Authorities (Goods and Services) Act 1970 and under Section 111 of the Local Government Act 1972. The Statement must contain a general description of all Works undertaken by the DSO identifying.
- i) Whether such Work is undertaken for the DSO Authority of some other body and, if some other body, the name of that body and the value of the Works.
 - ii) The Value of each aspect of Work.
 - iii) The Percentage (by value) of all Work undertaken for bodies other than the DSO Authority in relation to the total value of the Work undertaken by the DSO.

Failure to provide such a statement in a clear and readily understandable format may render the tender invalid.

INSTRUCTIONS TO TENDERERS

IMPORTANT – PLEASE READ BEFORE PRICING THIS TENDER

15. The Conditions of Contract shall be the JCT Agreement for Minor Building Works 2011 Edition (incorporating Amendment 1) and amended as set forth in the Schedule of Insertions/Deletions in the Contract. In addition the following provision shall be deemed incorporated. Where an appropriate Agreement, British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or a recognised body of any member state of the EC is current at date of the tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard.
16. The Tenderer is advised to visit the sites before tendering to ascertain all relevant local conditions, the full extent and character of the operation the accessibility of the site, the dimensions of the work and facilities for obtaining any special articles, and obtain generally his own information on all matters affecting the execution of the works. No claims arising for his failure to do so will be considered. Should the Tenderer wish to inspect individual properties, at least 24 hours written notice must be given if requested by the tenant, in order to comply with the Council's tenancy conditions.
17. At any time before a date fourteen days before the date specified in 13 hereof a tenderer may by communication to the Employer request information or raise any query in connection with the proposed contract or these Conditions of Tender.
18. No alteration, deletion or insertion shall be made by the Tenderer to the text or prices of the Tender documents and if any are so made, they will be invalid and Tenders may be rejected.
19. Where the Specification includes detailed schedules of work, the scheduled items are to be individually priced and the whole document returned with the Tender.
20. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
21. The prices entered by the tenderer shall include for all cost including (but not restricted to) all labour, materials, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Work in accordance with this contract.
22. No claim for extra costs due to the rates being inadequate will be allowed, and self-measurement where necessary is deemed to be included.
23. The prices entered should allow for access and working platforms as necessary to be used during the course of works up to two metres high.

Continuation Contracts

24. On satisfactory performance of this contract the Contractor may be offered additional contracts for works of a similar nature in the current or next financial year (April to March) at the same terms and rates herein. These 'continuation' contracts may be awarded for a further one financial year from the first continuation. No guarantee of such continuation contracts is given. To be considered the Contractor will need to meet or exceed our evaluation criteria. Any measures which the Contractor proposes in the way of 'continuous improvement' will also be strongly influential.
25. The Contract Administrator will, on a weekly basis, assess the Contractor's performance against the evaluation criteria detailed in the 'Contractors' Performance Appraisal' sheets and attached in the Appendix. The Contractor must achieve a rating in excess of 80% to be considered for subsequent contracts.
26. Failure of the Contractor to be awarded subsequent contracts will not entitle the Contractor to any claims for loss of profit or other injury as no commitment has been given by the Employer for such award(s) and the Contractor should take this into account when pricing the separate phases.
27. In considering the award of continuation contracts, the contractor will need to demonstrate that they have and can maintain sufficient capacity in all respects to perform the works satisfactorily.
28. If an extension to the Contract is accepted by the Contractor, the tendered rates as set out in the original tender document will be fixed throughout the duration of the extended Contract and will not be subject to any annual uplift.
29. The Contractor has the right to decline any offer of a continuation contract and this will not affect their eligibility for future tendering opportunities or assessments.

Best Value

30. The Council is obliged to recognise and adopt the Government's best value principles.
31. The Contractor shall provide assistance as may be reasonably required to the Council in implementing the best value principles in so far as they relate to and embrace the Works. Such assistance may include (but shall not be limited to):
 - Participating in the Council's performance measurement and review arrangements.
 - Assisting the Council's external auditor or other appropriate agency in its verification of best value performance.
32. The Employer and Contractor will use their best endeavours to meet the letter and spirit of Best Value and Best Value in Housing legislation.
33. This legislation is concerned with ensuring that all elements to the contractual arrangement share end and means and will work to bring the best possible out-turn for the employer.
34. The process and product of the contract will be constantly reviewed by all parties to it, in order to ensure that at all times it is subject to best practice.
35. The nature of the Client/Contractor relationship is that of partnering process and outturn. Both parties to the contract will use their best endeavours to ensure best value throughout the life of the contract.

1.00 PRELIMINARIES

1.01 TENDER DOCUMENTS:

Form of Tender
Collusive Tendering Certificate
Equalities Act Declaration
Conditions of Tender
Preliminaries
Special Conditions
Contract Data
Askes Drawing 1
Askes Drawing 2
Askes Drawing 3
18 The Chennells Factual SI Report
18 The Chennells Drawing 1
Pre-Construction Information
Tender Evaluation Criteria
Appendices; Contractor's Performance Appraisal, Access to Premises Protocol

1.02 NAMES OF PARTIES:

EMPLOYER

Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL

CONTRACT ADMINISTRATOR

S. Williams (or her duly authorised representative)
Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL Tel. No. (01233) 331111

PRINCIPAL DESIGNER

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL (Contact: Mr J Young)
Tel. No. (01233) 330865

1.03 DEFINITIONS

Contract means: Form of Contract, Form of Tender, Collusive Tendering Certificate, Equalities Act Declaration, Conditions of Tender, Preliminaries, Special Conditions, Contract Data, Askes Drawing 1, Askes Drawing 2, Askes Drawing 3, 18 The Chennells Factual SI Report, 18 The Chennells Drawing 1, Pre-Construction Information, Tender Evaluation Criteria, Appendices; Contractor's Performance Appraisal, Access to Premises Protocol, Method Statement

Contractor means: The person, whose tender is accepted by the Employer.

Total Tender means: The total sum, set forth in the Form of Tender annexed hereto.

Reference in these contract documents to 'Ashford Borough Council' or 'the Council' will be deemed to mean 'the employer' as stated in 1.02 above unless the context shows that it is obviously different.

1.04 SITUATION OF SITES

| | | |
|-----------------------|-------------|----------|
| Askes Court: | Ashford | TN23 5UU |
| The Chennells: | High Halden | TN26 3NB |

1.05 DESCRIPTION OF WORKS

Mass concrete underpinning.

1.06 DEFINITIONS AND INTERPRETATION

The following definitions shall be used for the purpose of interpreting the contract and all documents relating thereto:-

Contract means: the Form of Agreement, JCT Agreement for Minor Building Works 2011, Form of Tender, Collusive Tendering Certificate, Equalities Act Declaration, The Conditions of Tender, The Specification, The Schedule of Rates, The Appendices A-G, Contractor's Method Statement.

Contractor means: the tenderer whose tender has been formally accepted by the Employer.

Contract Period means: the period commencing 1st November 2021 to 21st January 2022.

Current Regulations means: those in force at the time of tendering.

Dayworks means: a pricing mechanism for works not covered by the Schedule of Rates. Comprises all hourly rates for operatives plus the net cost for materials and plant, uplifted by a tendered percentage. Defined in RICS publication.

Existing Structures means: The building or buildings owned by the Employer and in which the Works are to be carried out.

Materials means: all materials, fixtures, fittings and ancillary items used by the Contractor and incorporated into the finished work.

Normal working hours means: 08.00 to 17.30 inclusive Monday to Friday excluding Bank Holidays

Plant means: items of specialist equipment needed to carry out the works but shall not include those items that could, in the opinion of the Contract Administrator, reasonably be expected to be regularly used by the Contractor.

Plant shall only be used on those works that warrant the use of specialist equipment. If in doubt the Contractor shall clarify whether an item will be treated as "plant" with the Contract Administrator before hiring the same.

Weekday means: Monday to Friday inclusive (excluding English bank holidays)

Work means: the matters described in Item 1.05 of the Preliminaries including any goods or materials to be supplied by the Contractor and any variations or additions thereof arising under the Contract.

1.07 FORM OF CONTRACT

The form of Contract shall be the Minor Works Building Contract issued by the Joint Contracts Tribunal Ltd. 2011.

1.08 AMENDMENTS TO FORM OF CONTRACT

Recitals

- 1st Recital After the words “the Employer wishes the following work carried out” insert “The provision of a Mass concrete underpinning contract.” After the words “to be carried out under the direction of” insert “Sharon Williams, Head of Housing.” The words “the Architect” shall be deleted. The words "drawings numbered" (hereinafter called "The Contract Drawings") shall be deleted.
- 2nd Recital delete [all reference to “Contract Drawings”]
- 3rd Recital delete “or Work Schedules”
- 4th Recital delete
- 5th Recital delete

Articles

- Article 2 delete
- Article 3 insert “Sharon Williams, Contract Administrator”
- Article 4 delete
- Article 5 delete

Contract Particulars

- Fourth Recital and Schedule 2 (Base Date) - Insert “1st September 2021”
- Fourth Recital and Clause 4.2 delete “is a ‘contractor’”
- Fifth Recital delete “is not notifiable”
- Article 7 delete “do not apply”
- 1.1 – CDM Planning Period insert the words “from award of Contract until commencement of construction” after the words “ shall mean the period”
- Clause 1.8 shall be inserted: All materials shall conform and work shall be done to the standards required for compliance with the regulations, standards and codes of practice in force at the time of installation or execution.
- Clause 2.2 delete and substitute with; “the contract period shall be the period commencing 1st Noember 2021 and end on 21st January 2022”
- Clause 2.2 Date for Commencement of the Works - Insert “November 2021”
- Clause 2.2 Date for Completion: Insert “10 weeks after commencement”
- Clause 2.2 delete “may” and substitute with “shall”
- Clause 2.4 reference to Contract Drawings shall be deleted.

1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)

- Clause 2.8 Delete the first sentence and substitute with the following: If the works are not completed by the Date for Completion stated in the Contract Particulars or by any later Date for Completion fixed under Clause 2.7 then the Contractor shall pay to the Employer liquidated damages at the rate of $(F \times D) + (A \times U)$ per week for every week during which the work remains uncompleted where:
- $F = £31.16$
 $A = £ 7.20$
 $U =$ The number of units in respect of which works remain uncompleted
- Clause 2.10 After the words "Rectification Period" insert "twelve months from completion of all properties on the contract"
- Clause 3.7 delete
- Clause 4.2 delete
- Clause 4.3.2 delete
- Clause 4.8.1 insert "15 working days"
- Clause 4.11 and Schedule 2 Delete
- Clause 5.3.2 Insert "10 million"
- Clause 5.4A delete
- Clause 6.6 add the following; "The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation:
- (1) If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the council, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
 - (2) If the Collusive Tendering Certificate shall be found to be untrue in any respect.
- Clause 5.4B delete and substitute with by the following: "The Employer shall insure against loss or damage to the existing structures by fire, lightning, explosion, storm, tempest and such other risks as the Employer shall consider expedient"
- Clause 6.4 delete and substitute with the following: "If the Contractor without reasonable cause (in the absolute opinion of the Contract Administrator) fails to proceed diligently with the Work in strict accord with the Specification or wholly or partially suspends the carrying out of the Work, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended.
- Clause 6.4.2 delete

1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)

Clause 7.2 Delete “Royal Institute of British Architects”
 Delete “National Specialist Contractors Council”
 Delete “Chartered Institute of Arbitrators”

Schedule 1 – Arbitration Delete “Royal Institute of British Architects”
 Delete “Chartered Institute of Arbitrators”

1.09 CONTRACT ADMINISTRATOR

The Contract Administrator or her nominated representative(s) shall act on behalf of the Council for the purpose of the Contract and shall have the authority to issue instructions to the Contractor on matters relating to the performance of the Contract.

1.10 DOCUMENTS MUTUALLY EXPLANATORY

The Contract is formed from several documents and shall be taken as being mutually explanatory of each other, any anomalies or discrepancies shall be referred to the Contract Administrator for clarification. Any such clarification shall be confirmed to the Contractor in writing by the Contract Administrator.

1.11 TENDER RATES

Nothing contained in the Tender documents shall modify, affect or override the interpretation or application of any paragraph in the Specification.

The Tendered rates in the Form of Tender and “Schedule of Rates/Dayworks/Preliminary Costs/Schedule of Dwellings” shall be fixed for the duration of the Contract, and include for all expenses to properly execute and complete the works.

The Tendered rates should include for all costs including (but not restricted to) all labour, material, transport, plant tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the work. No claim for extra costs due to the tendered rates being inadequate will be allowed.

1.12 PERIOD OF CONTRACT

The period of Contract will be 10 weeks from commencement.

1.13 PROGRAMME OF WORK

Within fourteen days of the date of the Form of Agreement the Contractor shall submit to the Contract Administrator for approval a Programme of Work. The programme shall detail on a week by week basis the order in which the Contractor proposes to undertake the Works to all the properties listed in the Schedule of Dwellings.

1.14 CONTACT POINT

The Contractor shall ensure that sufficient business telephone lines are available for the purpose of receiving incoming calls in respect of this Contract during normal working hours. This telephone number must be provided to the Contract Administrator at least 2 weeks prior to the commencement of the Contract.

The Contractor shall also ensure that all supervisors and key personnel employed on the Contract are provided with mobile phones, details of which are to be supplied to the Contract Administrator prior to commencement of the contract.

1.15 CONTRACT SUPERVISION

The Contractor shall ensure that a competent and qualified full time foreman is in attendance during 'normal working hours' to oversee and organise the progress of the Works. Such foreman shall be expected to be on site during the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Contract Administrator. Instructions issued to the foreman will be deemed to have been issued to the Contractor. The foreman must liaise regularly with the tenants of the properties where works are in progress, preferably the day before, but in no case later than 9.30 a.m. on the day. Tenants must be aware if operatives are to be expected and if so what work will be carried out. The Contractor shall also ensure that the foreman is supplied with a mobile phone. The foreman will conduct their own snag of the works and; have any appropriate remedial works carried out before declaring the works ready for inspection by the Contract Administrator. Any subsequent defects identified shall be completed by the contractor within 7 days of notification.

1.16 EXTENT OF THE WORKS

The quantity and extent of the works specified will be at the Contract Administrator's discretion and no minimum or maximum amount of work to each property is guaranteed.

1.17 SCHEDULE OF RATES

Nothing contained in the Schedule of Rates shall modify, affect or override the interpretation or application of any provision contained elsewhere in the Contract documents.

The tendered prices in the Schedule of Rates shall be fixed for the duration of all Contracts awarded.

The tendered Schedule of Rates prices and Dayworks rates, shall be deemed to include for all costs including (but not restricted to); all labour, material, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Works. No claim or extra costs due to the tendered sums being inadequate will be allowed.

The Contractor shall provide all materials necessary for the execution of any work he is required to carry out under the contract and shall be responsible for the safe storage of such materials on site.

1.18 NON-SCHEDULE OF RATES ITEMS

Where there is no item in the Schedule of Rates for any part or parts of the Works it shall be valued by the Contract Administrator on a fair and reasonable basis having first regard to the tendered Schedule of Rates where applicable on a pro rate basis.

In the event of the Contract Administrator approving the use of Dayworks the Employer will pay to the Contractor the appropriate Tendered Daywork rates.

1.19 DAYWORKS

The Prime Cost of Dayworks shall be defined under the "Definition of Prime Cost of Daywork Carried out Under a Building Contract", as published by the Royal Institution of Chartered Surveyors and the Building Employers Confederation dated 1st December 1975. The percentage adjustment in the schedule of rates for materials and plant will be the percentage adjustment to the prime cost to cover incidental costs, overheads and profit as defined in Section 6 of the Definition of Prime Cost of Daywork Carried out Under a Building Contract.

1.20 WORK RECORDS AND TIMESHEETS

The Contractor shall keep proper work records and time sheets, showing the time worked by the people in his employ in and about the execution of the Contract and produce such whenever required for inspection by any person authorised by the Employer.

1.21 PERFORMANCE OF WORK

The Contractor will confirm with the tenant, as soon as practicable, dates and times for the execution of the Works, providing at least seven days' notice of commencement to ensure access when required. Once arrangements have been made with the tenant, the Contractor must confirm with the Contract Administrator the dates prior to commencement of the Works. Any problems with obtaining access should be reported to the Contract Administrator immediately. Every effort is to be made by the Contractor during the course of the Work to ensure that the continuity of services is maintained. The Contractor shall give a card to the tenant giving his name, address and telephone numbers for both in office hours and out of office hours.

The Contractor will only be allowed to advertise in a manner approved by the Contract Administrator.

The Contractor shall inform the Contract Administrator when existing hidden work is exposed. Such work is not to be covered prior to an inspection by the Contract Administrator.

The contractor will be expected and encouraged to maintain a consistent team of operatives dedicated to this and any continuation contracts. This is important to ensure good communications between contractor and employer and mutual understanding of expected levels of workmanship and methods of performing the works. It is in the contractor's interest to provide a consistent team as agreed methods working practices and standards of workmanship etc. conveyed to the foreman verbally or in writing will be expected to be disseminated to all operatives and applied thereafter across all properties. No exemptions will be given to new operatives on site who are not familiar with the agreed site practices.

If the Contractor is unable to complete the Works within the specified period he shall immediately notify the Contract Administrator stating the reasons/events for delay and the extent of the delay. Consideration will be given to an extension of time calculated in accordance with the contract.

1.22 TEMPORARY SUPPLIES

The Contractor shall provide and include for any temporary water supply or temporary lighting and power he may require for the Works and pay all fees and charges in connection therewith and remove the same on completion. Alternatively the Contractor should allow in his prices the costs of reimbursing the tenants if their power supplies are used.

1.23 MANAGEMENT ON SITE

Adequate site storage facilities and skips for materials and plant must be provided and sited in a position approved by the Contract Administrator. The storage of materials in the individual properties will not be acceptable.

The Contractor is to maintain excellent communications with the tenant and provide at least 24 hours' notice of his need for access to undertake work each day in order to comply with the Council's tenancy conditions.

The Contractor is requested to provide an 'outside normal working hours' contact telephone number for emergencies or call outs.

The Contractor shall be responsible for all damage or loss caused by or arising from the work including tenants' fixtures, fittings and possessions.

Care is to be observed when placing ladders, etc., against roofs, walls, etc., and the Contractor will be required to put right any subsequent damage or disturbance to decorations, structure and grounds caused.

1.23 MANAGEMENT ON SITE (contd.)

As a minimum the Contractor shall provide all personnel employed by him or engaged upon the work with a form of identification approved by the Contract Administrator which must contain the following details:

- (1) Photograph of Operative
- (2) Operative's Name
- (3) The Contractor's Name, Address and Telephone Number

This identification card shall always be worn clipped to the overalls when calling at tenants premises.

The Contractor is to protect all trees, shrubs and flowers except those that must be removed to enable the works to be executed and to replace any that become damaged at his own expense.

The Contractor will be responsible for finding suitable locations for skips and storage etc., approved by the Contract Administrator, and obtaining licences where required.

Plant, materials and waste should be stored in a tidy manner to keep obstruction and/or nuisance to a minimum. No materials are to be stored in the open.

On completion of the works the Contractor is to thoroughly clean the site and remove all splashes, debris, rubbish and accumulated materials relating to the works.

The Contractor is to maintain and protect public roads and footpaths, including statutory services and similar undertakings, and is to make good or pay for any reinstatement of all damage thereto.

Any water used shall be potable.

Welfare facilities and storage on site

The Contractor will be required to provide (in accordance with the Construction Regulations) and properly maintain in use the site facilities shown below. Their location is to be agreed with the Contract Administrator and (with the exception of skips) must be contained within one site compound fixed for the duration of the contract period unless otherwise directed by the Contract Administrator:

1. Site Hut (heated) – to provide temporary site office and mess facilities, to include the provision of table; chairs; washing facilities including hot and cold (or warm water), basin or bucket, waste water collection/disposal, soap and towels.
2. Materials Storage Container – central storage for unfixed materials on site and plant
3. Portaloo
4. Skip (separate skip for Asbestos waste as required – must be within compound)
5. Recycling Storage

'Compound' will be deemed to mean an area fenced off with 2m high proprietary galvanised wire fencing panels.

The cost of these facilities is to be included in the Schedule of Rates under "Preliminaries". The contractor is to assume there will be no charge for the land occupied by the site compound.

1.24 PARTY WALL ACT AND ENCROACHMENT

The Contractor to notify the Contract Administrator immediately if the proposed works necessitate a notice to be served

If the execution of Works requires that workmen must enter upon property adjoining the Works, the necessary permission must first be obtained by the Contractor. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workman will be allowed only into such parts of the site and buildings as may be necessary to execute the Works.

1.25 MATERIALS AND WORKMANSHIP

Unless otherwise specified where an appropriate Agreement, Standard Specification or Standard Code of Practice issued by either the British Standards Institution or a recognised body of any member state of the E.C. is current at the date of tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agrément and/or Standard, free from flaws or defects. The Contract Administrator shall have full power to reject any materials or workmanship which in his opinion are unsuitable for the purpose for which they are intended or are not in accordance with the specification. Any materials and workmanship rejected shall be removed from the site and proper materials or workmanship substituted therefore at the Contractor's expense.

1.26 DEFECTIVE MATERIALS OR IMPERFECT WORK

If at any time the Contract Administrator shall disapprove of any of the materials employed, the Contractor is to forthwith remove such materials from the site and to substitute others of approved quality and where any portion of the Works executed shall be considered defective or imperfect, or not in accordance with the terms of the Contract, such defective or imperfect Works shall be forthwith removed and the Works re-executed in an approved manner at the Contractor's own cost.

If the Contractor fails to remove or make good any defective or unsatisfactory work within seven days of notification, the Contract Administrator shall, at his discretion, have the power to complete or rectify the work using an alternative Contractor and shall, in so doing, have an overriding duty to mitigate his loss. Any costs involved in the rectification of the work, shall, at the Contract Administrator's discretion, be re-charged to the original Contractor and the amount deducted from any monies outstanding to the original Contractor.

For avoidance of doubt this includes snagging items. The Contractor is expected to conduct his own snag of the works in accordance with clause 1.15. If any defective items are noted at the sign-off inspection by Contractor and C.A. they must be rectified within 7 days.

Should any claim for payment be rejected by the Contract Administrator due to defective workmanship or materials, the Contractor will be required to carry out remedial works at his own expense within seven days of notification by the Contract Administrator of defective work. Once completed the Works will be subject to re-inspection following receipt of the re-submitted invoice.

1.27 INVOICE AND PAYMENT

Prior to the submission of an invoice a joint visit will be required to agree the schedule of rates used and any additional works.

To avoid the risk of rejected invoices necessitating re-submission and inherent delay, the process for invoicing and payment will be; applications for payment, agreement of figures, invoices and pay. Described as follows:

Application for payment: the contractor submits his draft account of completed works to date itemising all the SOR items and the relevant measures for each property and in accordance with the contract. The valuation and payment process will run on a 28 day cycle in accordance with the contract.

Agreement: The Contract Administrator will check the application for payment for correctness and confirm the figures are correct or identify discrepancies within 7 days. Once the figures are agreed the contractor is to submit his invoice to reflect the agreed amounts.

1.27 INVOICE AND PAYMENT (contd.)

Invoice and payment: Once the invoice is received it will be processed immediately for payment, subject to all other conditions for payment (e.g. supporting documents, certificates provided etc.) having been met. Invoices must show the correct date of submission or else risk being rejected. The Councils' finance team operate a weekly cycle of payments. Payment certificates are processed on a Thursday morning. Payments into suppliers/contractors accounts are made on a Tuesday. Payment will be made by BACS on the Tuesday that falls on or immediately before 14 days after the interim valuation due date. Payments can only be made when in receipt of a valid VAT compliant invoice.

Invoices will only be processed for payment if supported by; a detailed breakdown of the amount claimed and approved, all relevant electrical certificates (include. Part P certification of compliance), Gas safety certificates where applicable and a Tenants Satisfaction Note.

Valuations for payment will be determined using the actual measured quantities fitted on site (priced in accordance with the tendered rate in the appropriate Schedule of Rates item. No additional payments will be made for product wastage unless it is in excess of that which is considered to be normal for this type of work and this will be at the Contract Administrator's absolute discretion.

Paid measurements will be in whole units with measures ≥ 0.5 rounded up.

No payment in respect of any individual property will be made unless all the Works detailed in a specified item in the Schedule of Rates and all Works listed to be carried out have been duly completed to the reasonable satisfaction of the Contract Administrator.

No valuation will include any element for unfixed materials stored on site unless specifically agreed with the Contract Administrator prior to their delivery.

Should any sum of money become payable by the Contractor to the Employer, then such sum or part thereof may be deducted by the Employer from any monies due to the Contractor whether arising from this contract or otherwise.

The Employer's Deputy Chief Executive may require information and documents relating to accounts/invoices in order that an audit may be undertaken prior to any payment.

1.28 VARIATIONS

Where the Contract Administrator issues variations to the works, the Contractor must detail and price such in the application for payment invoice.

Any addition to, omission from, or any other change to the works, may be made by the Contract Administrator at any time. Where this involves delay consideration will be given to extending the contract period.

1.29 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by statute, or any statutory instrument, rule or order or any regulation or by-law applicable to the works and shall pay all legally demandable fees which will be deemed to be included in the tendered rates.

1.30 EFFECT OF CERTIFICATES

No certificate of the Contract Administrator shall of itself be conclusive evidence that any work, materials or goods to which it relates are in accordance with this Contract except where and to the extent that any of the particular qualities of any materials or goods or any particular standard of an item of workmanship was described expressly in the Specification or Schedules of Work or in any instruction issued by the Contract Administrator to be for the approval of the Contract Administrator or to be to the satisfaction of the Contract Administrator.

1.31 VALUE ADDED TAX

The sum or sums due to the Contractor under the Contract are exclusive of value added tax and the Employer shall pay to the Contractor any value added tax properly chargeable by the Commissioners of Customs and Excise.

1.32 HEALTH AND SAFETY

the Company shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Health and Safety Policy whilst at the Client Premises.

Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Client Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Company shall instruct the Company's personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

The Contractor shall allow for suitable, heated, welfare facilities, serviced with hot and cold running water and WC facilities. There should be a rest area and means of heating food and drying clothes etc. The Contractor must allow for providing and maintaining power services and to relocate the facilities as necessary to be conveniently accessed, as the contract progresses from area to area.

The Pre-Construction Information (annexed hereto) is a compilation of information regarding the significant health and safety risks relating to the project, which the principal Contractor will have to manage during the course of the works. The Contractor should take this information into account when preparing his tender, and price accordingly.

Construction (Design and Management) Regulations 2015

The Contractor shall at all times comply with the requirements and provisions of the Construction (Design and Management) Regulations 2015.

A method statement and/or risk assessment is required by the Contractor, and should be included in your tender submission.

The Principal Contractor is responsible for developing and preparing the Safety File for this project. The completed Safety File will be passed to the Employer at Practical Completion

1.33 ASBESTOS

Working with Asbestos: When carrying out work of any kind on asbestos based materials particular attention is drawn to Ashford Borough Council's Code of Practice, the Control of Asbestos Regulations 2012 and Statement of Policy on asbestos which will be strictly enforced and is available on request.

The employer will commission asbestos surveys where appropriate to identify and make the contractor aware of any Asbestos Containing Materials (ACM's) so far as is reasonably practicable that might be disturbed by the works before they start. If there is any doubt as to the likely presence of any ACM's then a survey will be requested. If there is very good reason to presume there are no ACM's present (e.g. age of property or significant preceding negative surveys for similar properties) then no survey will be done for that property in advance.

In any event, the Contractor must be aware that ACM's may be discovered during the course of the works. It is therefore essential that all operatives have received Asbestos Awareness Training in the last two years and are fully conversant with the Contractors RAMS in this regard. In particular all operatives must be aware of the emergency procedures should an ACM be disturbed AND likely to have released fibres above the control limit.

1.33 ASBESTOS (contd.)

The Contractor will be required to submit his asbestos related RAMS and Asbestos Policy prior to the works starting together with records showing the asbestos training of operatives so that an assessment of their asbestos competency can be undertaken.

The employer expects the Contractor to be fully conversant with the types of ACM's that are typically encountered with this type of work and in this archetype and the relative regulations ACoPs and HSE Asbestos Essentials Information sheets such that they are aware what work requires an asbestos licensed contractor and what work is notifiable to the HSE. The expectation is that the Contractor will use its own operatives to undertake any un-licensed non-notifiable works in a safe approved manner. If the Contractor chooses to use a licensed contractor for unlicensed non-notifiable works the employer will not entertain any claims for additional costs incurred. When pricing the SOR for removal and disposal of ceilings and floor tiles the Contractor is to presume these are ACM's and allow for all additional costs in their price.

The contractor will be required to provide waste consignment notes and Plans of work for all ACM's removed. In addition, where works are notifiable a copy of the ASB5 notice to the HSE will be required as well as Certificates for re-occupancy. The employer will provide the analyst to supervise licensed works, monitor air quality and complete the four stage clearance tests of enclosures.

The Employer required all notifiable works to be undertaken by a Licensed Asbestos Removal Contractor.

1.34 DEFECTS LIABILITY

Upon completion of all specified Works the Contract Administrator shall issue a certificate of practical completion and the defects liability period will commence. The defects liability period for the works shall be for a period of 12 months from the certified date of practical completion.

Any defects, shrinkages or other faults which arise and/or are identified and are notified by the Contract Administrator to the Contractor not later than 14 days after the expiry of the defects liability period, and which are due to defective materials and/or workmanship, shall be made good by the Contractor at no cost to the Employer. The Contract Administrator (with the consent of the Employer) reserves the right to elect not to have certain defects remedied and make appropriate deductions (to reflect the estimated saving to the Contractor) from retention monies held accordingly (see 1.36: Retention)

The Contractor will agree access with the tenant to rectify defective work giving reasonable notice. Any problems gaining access are to be reported immediately to the Contract Administrator.

Any defects or remedial work reported to the Contractor within the defects period are to be rectified as soon as possible and at the latest within 7 calendar days of the Contract Administrator informing the Contractor of the defect. Defects of any emergency nature, i.e. water/gas leaks and electrical faults, etc., are to be rectified immediately including out of office hours. If the Contractor cannot honour this obligation, the Employer may engage others to do the work and re-charge costs incurred to the Contractor.

1.35 DELAY OR NON-COMPLETION ON INDIVIDUAL PROPERTIES

In the event of the Contractor failing to carry out the Works to an individual property within the specified Priority Time of 15 working days (and the Contract Administrator not granting an extension of time) failing to attend to snagging within 7 days for notification or attending to defects in the defects period within 7 days the Contract Administrator shall have the discretion to impose one or more of the following in relation to that property:

- (a) Re-issue the Works to an alternative contractor. Any costs which occur due to re-issuing of Works shall, at the Contract Administrator's discretion, be rechargeable to the original Contractor and such amount deducted from any monies outstanding to the original Contractor.

- (b) Re-charge any additional administration costs relating to the delay incurred by the Employer in awarding any non-completed works to another Contractor.

1.36 RETENTION

The Employer shall be entitled to deduct a retention from monies due to the Contractor. This will be 5% of the value of completed work during the works. At Practical Completion half of this retention will be released (2.5%) with the remaining 2.5% being released at completion of Defects. The retention monies shall be released by the Employer to the Contractor at the end of the defects liability period subject to all defects being satisfactorily rectified and the provisions of clause 1.34 (Defects Liability).

1.37 SUB-CONTRACTING AND ASSIGNING

The Contractor shall not sub-contract the Works or any part thereof without the prior written consent of the Contract Administrator.

Such consent to be given or refused at the absolute discretion of the Contract Administrator.

The Contractor shall not assign the Contract.

1.38 INSURANCES

The Company shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing [an adequate level of cover OR as a minimum the levels of cover set out in clause 1.38 OR as a minimum the following levels of cover:

- (a) [public liability insurance with a limit of indemnity of not less than £10,000,000.00 in relation to any one claim or series of claims;]
- (b) [employer's liability insurance with a limit of indemnity of not less than £10,000,000.00 OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;]
- (c) [professional indemnity insurance with a limit of indemnity of not less than £10,000,000.00 in relation to any one claim or series of claims and shall ensure that all professional Companies or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;]
- (d) [product liability insurance with a limit of indemnity of not less than £10,000,000.00 in relation to any one claim or series of claims.]] (the Required Insurances) The cover shall be in respect of all risks which may be incurred by the Company, arising out of the Company's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Company.

The Company shall give the Client, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If, for whatever reason, the Company fails to give effect to and maintain the Required Insurances, the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Company.

The terms of any insurance or the amount of cover shall not relieve the Company of any liabilities under the agreement.

1.39 SALE OF COUNCIL DWELLINGS

The Council's tenants have a statutory right of purchase in accordance with the provisions of the Housing Act 1985. Accordingly it may be necessary for the Contract Administrator to direct that any particular dwelling shall be excluded from the Works, but the Contract Administrator may at any time during the course of the Works direct any dwelling so excluded shall be re-introduced. No claims for losses incurred by the Contractor in respect of omissions/additions will be allowed. Regard will be given by the Contract Administrator to the timing of additions and grant extensions of time if appropriate.

Houses not included in the schedule are deemed to be owner occupied and therefore no treatments whatsoever is to be carried out to any house or flat except on special instructions of the Contract Administrator.

The tenderer should note that there maybe leasehold properties included within this scheme, and as such the tenderer's prices will be disclosed to the leaseholders as part of a consultation process, prior to the contract being signed.

1.40 TENANTS ALTERATIONS

In some cases the Tenants of a property may have carried out alterations to the fabric or design of the building. In such cases the Tenants may have become responsible for the maintenance of the alterations that they have carried out, therefore, the Contract Administrator may direct that any element of the works that may have been subject to alteration by the Tenant shall be excluded from the works.

1.41 SATISFACTION NOTE

The Contractor will approach the tenant at the completion of each property and obtain their signature on the standard Satisfaction Note (attached) which is to be submitted with the respective invoice. The Contract Administrator reserves the right to refuse payment unless a Satisfaction Note has been submitted.

1.42 TERMINATION OF CONTRACT

If the contract is terminated we may offer the work to the tenderer who submitted the second most favourable tender provided they maintain the rates originally tendered.

1.43 ADJUDICATION

Both parties to this Contract shall use their best endeavours to resolve disputes within a period of fourteen days.

All disputes between the parties arising out of or connected with the Contract or the performance of the Work by the Contractor which remain unresolved after the above period of fourteen days shall be referred to an Adjudicator to be agreed upon by the parties or in default of such agreement to be nominated by the President or Vice-President of the Royal Institute of Chartered Surveyors or nominee of such a person. The award of such Adjudicator shall be final and binding upon the parties. If upon the reference to an Adjudicator of any dispute between the parties, the Arbitrator shall find that in the exercise of his powers, duties and discretions under this Contract the Contract Administrator has acted unreasonably in all circumstances in the issue of any notice, instructions or certificate or the giving or withholding of any consent, the Arbitrator shall have full power to make an award which has the effect of amending such notices, instructions, certification or decision to give or withhold consent in such manner as the Adjudicator may think fit.

Notwithstanding any reference to arbitration the Contractor shall continue to perform the Services as herein provided unless otherwise instructed by the Contract Administrator.

1.44 FORCE MAJEURE

- (1) If either party is by reason of Force Majeure occurring before or after the date of this Contract rendered unable wholly or in part to carry out its obligations under this Agreement, then upon notice in writing specifying the nature of such Force Majeure from the Party affected to the other Party as soon as possible after the occurrence of the cause relied on the Party affected shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist:

PROVIDED THAT

- (2) (i) the party affected shall use all reasonable endeavours to terminate or circumvent the circumstances or impact of the Force Majeure with all reasonable speed
(ii) nothing in this Condition shall relieve either Party of its obligations (including obligations to make payments hereunder) accrued to the date of the Notice
- (3) The Events of Force Majeure shall be limited to the following:
(i) war, invasion, act of foreign enemy, hostilities, civil war, riots, insurrection or military power, blockade or embargo;
(ii) any statute, rules, regulations, order or requisitions coming into force or issued after the date hereof by Parliament or any Government Department, or other duly constituted authority;
(iii) shipwreck or other accident at sea, in the air or on the land other than due to the Contractor's negligence or
(iv) failure, shortage or delay of power, fuel, transport or supplies otherwise than due to the Contractor's negligence;
(iv) stress of weather, flood, drought, tempest, fire, explosion, corrosion, ionising, radiation, radioactive contamination, earthquake, lightening or volcanic eruption or any consequence of such occurrence.
- (4) SAVE where the consequences of Force Majeure are dealt with elsewhere the Contractor hereby undertakes to use its reasonable endeavours to provide the Services during an event of Force Majeure providing that the Contractor shall not be under any obligation to incur additional cost in excess of £200 in respect of any such event.

1.45 CONTRACTORS CODE OF CONDUCT

This code of conduct is has been produced to ensure that contractors who carry out work on behalf of the Council do so in a professional and courteous manner. There is nothing onerous or complicated in this code and it is simply to insure that our tenants and their homes are treated with the level of respect that you would expect if someone were carrying out work in your home.

The majority of Contractors carry out the requirements of this code as part of their normal operations and this should not add any additional burden to the current method of working.

Contractors are requested not only to apply with the laid down requirements of this code but also with the spirit in which it has been produced.

1. Contractors must keep all appointments made and turn up punctually. If there are likely to be any delays, the tenant must be kept informed. (reference should be made to the Councils access protocol)
2. Contractors are required to wear an appropriate form of clothing, which should be clean and tidy, and clearly display the name of the Contractor.
3. Contractors must display an identification card at all times. This should include:
 - a) photograph of the operative
 - b) The operatives name
 - c) The Contractors name, address and telephone number

1.45 CONTRACTORS CODE OF CONDUCT (contd.)

4. Contractors are not to park cars/vans on paths and grassed areas as it causes obstruction and damages the surfaces. Cars and Vans should not be driven over such areas to deliver materials or clear debris. This action nearly always results in complaints being received from members of the public, which reflects badly on the Contractor and on the Council.
5. On arrival the contractor should introduce him/herself and show their identification card to the tenant. If the tenant wishes to check the legitimacy of the operative with the Council, the operative must respect the tenant's right to do this, and wait outside the property until the tenant is satisfied they are legitimate.
6. All personnel working on site will be required to understand written English and be capable of communicating with the Contractor Administrator and tenants verbally, in English. This is essential for complying with the specification, amendments, tenant liaison and Health and Safety requirements of the contract.
7. Before starting work the Contractor should explain to the tenant the nature of the work that is to be carried out, how long it is likely to take and areas of the property that will be affected and confirm that this is what the tenant was expecting. Any significant differences should be referred to the Council for clarification.
8. Check with the tenant before turning off any electricity, gas or water supplies to ensure it is alright to do so as this may effect fridges, freezers, fish tanks, dialysis machines, stair lifts etc. Ensure that all services are restored as soon as the work is completed.
9. Contractors should treat all tenants and their homes with respect, and ensure the removal of delicate or valuable items from the work area prior to work commencing and agree the arrangements for moving furniture etc. Protective covers are to be used where required.
10. If the work affects more than one room in the property, every effort should be made to limit disruption to one room at a time.
11. The Contractor must comply with all relevant Health and Safety legislation and ensure that the site is kept safe at all reasonable times. All fire exits, lifts, staircases, corridors and doorways must be kept clear at all times and not obstructed by the Contractors tools or materials. Do not prop open controlled access doors/fire doors during the course of the works.
12. All necessary precautions should be taken to protect carpets and flooring with the use of clean dustsheets or other protective material as appropriate.
13. Obtain the tenants permission before using sinks, toilets, electricity and other services in the property.
14. If it becomes necessary to leave the property before the work is completed, for example to collect additional materials, the Contractor must inform the tenant when leaving the property and of the anticipated return time. The Contractor should also inform the tenant of the reason why it is necessary to leave the property before the work is completed. Make sure it is safe to leave the work incomplete while absent from the site.
15. If the tenant requests additional work to that specified, the Contractor should contact the Council for advice before carrying out such work in accordance with the contract (V.O. thresholds).

1.45 CONTRACTORS CODE OF CONDUCT (contd.)

- 16 During the course of the works the Contractor must not:
- a) Smoke, eat, drink or play audio equipment in resident's homes.
 - b) Consume alcohol or take non-prescription drugs under any circumstances.
 - c) Use the toilet, without the prior consent of the tenant.
 - d) Carry out works in the home without the tenant being present, unless their express consent is obtained.
 - e) Carry out works if only minors (e.g. children under 16) are present at the property.
 - f) Empty any substances down drains that are likely to cause staining, blockages or pollute the system.
 - g) Use foul or abusive language or threatening behaviour. Under no circumstances should contractors cause offence, inconvenience or personal harassment to a tenant. This includes unkind, embarrassing, suggestive and inflammatory or damaging words or gestures. Respect and sensitivity should be shown for all tenants, their relatives, friends and visitors and their home at all times.
 - h) Express their own personal views regarding, the work, Ashford Borough Council, other contractors etc.
- 17 The contractor is to ensure that all works are complete to a satisfactory standard and that all surplus material, equipment and rubbish are removed, leaving the property clean and tidy. All services that have been affected by the works should be tested and left in full working order on completion of the work (and at the end of each day if the work is not completed in one day).
- 18 The Contractor must inform the tenant that the work is complete and ensure that they are happy with the final result. If necessary, depending on the type of work, instruct the tenant how to operate and maintain all new equipment installed and provide operation manuals if appropriate.
- 19 Any private work undertaken by the Contractor for the tenant must be arranged separately to work carried out for the Council. The Council will not accept any involvement or responsibility for payment for this work. Contractors should note that it is the responsibility of the Tenant to obtain the Council's prior written approval to carry out works of a structural nature to the property, and contractors will be obliged to ensure that this approval has been granted prior to carrying out any work.
- 20 The contractor must maintain the highest levels of confidentiality regarding any personal information that is supplied to them about the tenants by the Council, also including any other information they may acquire whilst working at the tenant's home. Contractors must not discuss with the tenant the Council's business, other tenants, other properties, previous workmanship or other contractors.
- 21 The contractor should not under any circumstances accept gifts from tenants.

Special considerations

- 22 The Contractor should take special care when working in properties where the tenant has a mobility impairment, it is important to ensure that their movement is not restricted. If the work is likely to cause inconvenience or obstruction, this should be discussed with the tenant prior to commencing any work. Any furniture and other items that have to be moved to allow the work to be carried out should be repositioned once the work has been completed.

1.45 CONTRACTORS CODE OF CONDUCT (contd.)

- 23 When dealing with a tenant that is deaf or has a hearing impairment it is important to take this into account. Some simple steps that can be used are:
Ensure that you have attracted their attention
- a) Face the person you are talking to and speak at your usual tone/volume, unless the tenant specifically requests that you speak up.
 - b) If necessary write things down
 - c) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 24 When dealing with a tenant that is visually impaired, blind or partially sighted it is important to take this into account. Some simple steps that can be used are:
- a) Ensure that you introduce yourself on arrival using an agreed password if this system is in use. Show your identity card if this is appropriate.
 - b) Explain clearly what the job you are going to do is and where you will be working.
 - c) If it is necessary to move items of furniture in order to carry out the work, these should be replaced in exactly the same position on completion of the work.
 - d) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 25 Some tenants may feel nervous about having a stranger in their home. It is therefore important to identify yourself, your organisation and purpose of visit **before** entering the premises. In some instances it may be necessary for the tenant to arrange for someone else to be present at the property whilst work is carried out.
- 26 The Contractor should pay particular attention to the religious belongings of tenants, for instance, do not disturb a religious object without first asking if it can be moved. If a tenant asks you to comply with a particular religious or ethnic procedure, you should respect their request wherever possible. If this is going to have implications for your safety or ability to carry out the work, you should contact the Council for advice before proceeding.
- 27 Should the Contractor encounter a tenant who does not speak English they should contact the Council for advice.
- 28 Whilst working in occupied premises there may be circumstances when the contractor is unhappy to work in a property, for example a tenant who is under the influence of drugs or alcohol or who is verbally abusive. If a situation like this occurs, and you feel you cannot work in these circumstances, you should explain to the tenant, if possible, why you are leaving and report to incident to the Council.
- 29 If any valuable items are left within your working area, i.e. purses, cheque books, jewellery etc, it is advisable to ask the tenant to move them to somewhere more secure. This is to protect you, should these valuables subsequently go missing.
- 30 There may be instances where a Contractor is faced with violence or the threat of violence. It is advisable not to get drawn into these situations but to leave the premises as quickly as possible and report the incident to the Council.

1.46 INDEMNITY

The Company agrees with the Client throughout the term to indemnify and keep indemnified the Client from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Client resulting from a breach of this Agreement by the Company including:

- 7.1.1 any act neglect or default of the Company's employees or agents or;
- 7.1.2 breaches in respect of any matter arising from the supply of the Services resulting in any claim by a third party.

1.46 INDEMNITY (contd.)

The Client shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any death accident or injury to any workman or other person in the employment of the Company (including agents or sub-contractors) save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Client their agents or servants and the Company shall indemnify and keep indemnified the Client against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

SPECIAL CONDITIONS

Agreement: shall mean the main terms and conditions, the Schedule and the Special Conditions. If there is an inconsistency between any of the provisions in the main terms and conditions of this agreement and the Special Conditions, the provisions of the Special Conditions shall prevail.

Commencement date – “This agreement shall be deemed to have commenced on 1st November 2021 (Commencement Date)”

1. PREVENTION OF FRAUD AND BRIBERY – DEFINITIONS

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Default: any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

- (a) in the case of the Client, of its employees, servants, agents; or
- (b) in the case of the Company, of its Sub-Contractors or any Company's Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

Effective Date: the date on which this Agreement is signed by both Parties

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage to:
 - (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 Agreement;
- (c) 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;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Client.
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Services: the services to be delivered by or on behalf of the Company under this agreement.

Sub-Contract: any contract or agreement, or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Company.

Company's Personnel: all employees, staff, and other workers of the Company and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

1.1 Prevention of Fraud and Bribery

- 1.1.1 the Company represents and warrants that neither it, nor to the best of its knowledge any Company's Personnel, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) 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.
- 1.1.2 the Company shall not during the term of this Agreement:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, Companies, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 1.1.3 the Company shall during the term of this Agreement:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under Clause 1.1.2(a) and make such records available to the Client on request.
- 1.1.4 the Company shall immediately notify the Client in writing if it becomes aware of any breach of Clause 1.1 and/or 1.1.1, or has reason to believe that it has or any of the Company's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) 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
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
- 1.1.5 If the Company makes a notification to the Client pursuant to Clause 1.1.3, the Company shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation reasonably required by the Client.
- 1.1.6 If the Company is in Default under Clauses 1.1 and/or 1.1.1, the Client may by notice:
- (a) require the Company to remove from performance of this Agreement any Company's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.
- 1.1.7 Any notice served by the Client under Clause 1.1.5 shall specify the nature of the Prohibited Act, the identity of the Party who the Client believes has committed the Prohibited Act and the action that the Client has elected to take (including, where relevant, the date on which this Agreement shall terminate).

2. EQUALITY AND DIVERSITY

the Company shall:

- (a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Client's equality and diversity policy as provided to the Company from time to time; and
 - (iii) any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

3. DATA PROTECTION

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

3.1 Data processing

- 3.1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor. The Data Protection Schedule sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 3.1.3 Without prejudice to the generality of clause 0.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Client for the duration and purposes of this agreement.
- 3.1.4 Without prejudice to the generality of clause 0.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:
 - (a) process that Personal Data only on the documented written instructions of the Client unless the Company is required by Domestic Law to otherwise process that Personal Data. Where the Company is relying on Domestic Law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Company from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or

- unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company complies with the reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (d) notify the Client immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist the Client in responding to any request from a Data Subject and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Client immediately without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
 - (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

3.2 The Company shall indemnify the Client against any losses, damages, cost or expenses incurred by the Client arising from, or in connection with, any breach of the Company's obligations under this clause 3.

3.3 Where the Company intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Client in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent to the processing;
- (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 3.

- 3.4 Either party may, at any time on not less than 30 Days' written notice revise this clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 3.5 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

3.6 Data Protection Schedule

3.6.1 Data processing

- (a) The Company shall comply with any further written instructions with respect of processing by the Client.
- (b) Any such further instructions shall be incorporated into this Schedule.
- (c) Processing by the Company
 - i. Scope
 - ii. Nature
 - iii. Purpose of processing
 - iv. Duration of processing
 - v. Types of Personal Data
 - vi. Categories of Data Subject

4. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS – DEFINITIONS

Commercially Sensitive Information: the information listed in schedule [to be advised once bids received] comprising the information of a commercially sensitive nature relating to the Company, its intellectual property rights or its business or which the Company has indicated to the Client that, if disclosed by the Client, would cause the Company significant commercial disadvantage or material financial loss.

Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Companies of the Company, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

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.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

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.

Services: the services to be delivered by or on behalf of the Company under this agreement.

Sub-Contract: any contract or agreement or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part thereof or facilities or services necessary for the provision of the

Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Company.

5. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS

- 5.1 the Company acknowledges that the Client is subject to the requirements of the FOIA and the EIRs. The Company shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Client all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Client with a copy of all Information belonging to the Client requested in the Request For Information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Client.
- 5.2 the Company acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Company. The Client shall take reasonable steps to notify the Company of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

6. ANTI-SLAVERY AND HUMAN TRAFFICKING

6.1 Definitions

Anti-slavery Policy: the Customer's anti-slavery policy [attached at the Schedule 1], as amended by notification to the Supplier from time to time].

6.2.1 Compliance with Anti-Slavery and Human Trafficking Laws and Policies

In performing its obligations under the agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015]; [and]
- (b) [comply with the Anti-slavery Policy **OR** have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; [and]
- (c) [not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; [and]]
- (d) [include in its contracts with its [direct] subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause [6.2.1] **OR** [ensure **OR** require] that each of its [direct] subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015]] .]

6.3 Due Diligence

The Supplier represents and warrants that [at the date of this agreement]:

- 9.3.1 its responses to the Customer's slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 9.3.2 neither the Supplier nor any of its officers, employees [or other persons associated with it]:
 - 9.3.2.1 has been convicted of any offence involving slavery and human trafficking; and
 - 9.3.2.2 [having made reasonable enquiries, so far as it is aware **OR** to the best of its knowledge,] has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 9.3.3 The Supplier shall implement due diligence procedures for its [direct] subcontractors[, and][suppliers] [and other participants in its supply chains], to ensure that there is no slavery or human trafficking in its supply chains.

6.4 [Country-Specific Clauses]

The Supplier undertakes not to purchase any [[RESOURCE] **OR** [RAW MATERIALS] **OR** [livestock **OR** products] that has been sourced from [producers **OR** farmers **OR** manufacturers] using forced labour or child labour in its [operations **OR** [farming] practices].

6.5 Subcontracting

- 6.5.1 The Supplier shall not subcontract its obligations under this agreement [without the prior written consent of the Customer].
- 6.5.2 [In order to help the Customer reach a decision on a proposed subcontract, the Supplier shall provide the Customer [with a copy of any proposed subcontract, together] with any [other] information that the Customer may reasonably require about the proposed subcontractor.]
- 6.5.3 [[If the Customer agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of [due diligence,] [audit,] [and] [training] for its subcontractors that is designed to ensure their compliance with the Anti-slavery Policy.]

6.6 [Reports]

- 6.6.1 [The Supplier shall notify the Customer as soon as it becomes aware of:
 - 6.6.1.1 any breach, or potential breach, of the Anti-slavery Policy; or
 - 6.6.1.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.]
- 6.6.2 [The Supplier shall prepare and deliver to the Customer, by [DATE] each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.]]

6.7 [Record Keeping and Audits]

The Supplier shall:

- 6.7.1 maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Customer in connection with this agreement; [and]
- 6.7.2 permit the Customer and its third party representatives, on reasonable notice during normal business hours[, but without notice in case of any reasonably suspected breach of this clause, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause; [and]

6.7.3 implement annual audits of its compliance [and its [direct] subcontractors' and suppliers' compliance] with the Anti-slavery Policy], either directly or through a third party auditor.

6.8 Training

6.8.1 The Supplier shall implement a system of training for its employees[, suppliers] and subcontractors] to ensure compliance with the Anti-slavery Policy.

6.8.2 The Supplier shall keep a record of all training offered and completed by its employees[, suppliers and subcontractors to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to the Customer on request.

6.9 [Indemnity]

The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including [but not limited to] legal fees) and expenses incurred by[, or awarded against,] the Customer as a result of any breach of Anti-slavery Policy.

6.10 Warranties

The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.

6.11 Termination

The Customer may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the [Anti-slavery Policy **OR** [COMPLIANCE WITH LAWS AND POLICIES CLAUSE] [DUE DILIGENCE CLAUSE] [COUNTRY SPECIFIC CLAUSES] [SUBCONTRACTING CLAUSE] [REPORTS CLAUSE] [AUDIT CLAUSE] [TRAINING CLAUSE] [WARRANTIES CLAUSE]].

7. ENVIRONMENTAL

7.1 Environmental Policy

General building materials shall be sourced from a supplier holding ISO14001 certification, proving environmentally aware management systems.

The Contractor is responsible for recycling or disposing of waste at approved disposal sites and shall include the costs thereof within his tender. Waste is to be cleared from dwellings at the end of the day. On no account is waste to be stored in gardens, not even on a temporary basis.

Waste arising from works that is not recyclable is to be stored in enclosed, skips until full. All full skips must be removed from site immediately. The Contractor is responsible for supplying all skips required and finding suitable locations for them. The Contractor is also responsible for obtaining all licences and approvals required.

The Contractor will implement and observe the Employer's Code of Practice for noise and dust from construction sites. If the works specified require the use of a substance and there is a choice available of two or more substances that are similarly priced then the Contractor will give preference to the substance which causes the least environmental harm and then the substance that is produced by the least environmentally damaging process. In particular the Contractor will avoid the use of peat or CFC blown insulation or packing and avoid the use of the most hazardous wood preservatives.

7.2 Environmental Statement

We are becoming more aware of the pressures we are putting our planet under, global warming and resource management are of the most concern. The Stern report and the Government reassure us "it's good business to be "Green", most believe the planet cannot sustain the human race unless we practice being "Green".

CONTRACT DATA FOR

MASS CONCRETE UNDERPINNING

FLATS 2, 3 & 6

ASKES COURT, SINGLETON TN23 5UU

&

GROUND FLOOR FLAT,

18 THE CHENNELLS, HIGH HALDEN TN26 3NB

Job Reference: F565

Client Name: Ashford Borough Council

Issue Date: June 2021

EPS Design Ltd.
Unit 26 Park Barn, Evegate Business Park, Station Road, Smeeth, Ashford, Kent TN25 6SX
Email: steve@epsdesign.co.uk
Telephone: 01233 224986

www.epsdesign.co.uk

This specification has been prepared by EPS Design Ltd in accordance with the instructions of their client **Ashford Borough Council**, for their sole and specific use. Any other persons who use any information contained herewith do so at their own risk.

© EPS Design Ltd 2020

Contract Data

Price List- *items to be completed by Tenderer as required*

List of principal quantities

Askes Court:

Excavation - 67 m³

Concrete - 60 m³

The Chennells:

Excavation - 25 m³

Concrete - 22 m³

Preamble

Measure

Bill of Quantities measured in accordance with Civil Engineering Standard Method of Measurement Fourth edition

Insertion of rates and prices

Rates and prices shall be inserted in the rate column of the Bill of Quantities in the currency of the contract

Parts to be totalled

Each part of the Bill of Quantities shall be totalled, and the totals carried to the Grand Summary

Adjustment item

A tender may insert a lump sum addition or deduction against the Adjustment Item given in the Grand Summary in adjustment of the total of the priced Bill of Quantities.

Reinstatement of Surfaces

Contractor to allow in Method Related charges for the reinstatement of surfaces to their original condition before works commences.

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description | Unit | Quantity | Rate | Total |
|----------|--|------|----------|------|-------|
| | General Items | | | | |
| | Contractual requirements | | | | |
| A120 | Insurances | sum | | | |
| | Specified requirements | | | | |
| A2711 | Set up temporary fencing clause 4.03 | sum | | | |
| A2712 | Dismantle temporary fencing clause 4.03 | sum | | | |
| A2713 | Maintenance of temporary fencing Clause 4.03 | wk | 10 | | |
| | Carried to Collection | | | | |

Contract Data

| Price List- <i>items to be completed by Tenderer as required</i> | |
|--|--|
|--|--|

| Item no. | Description | Unit | Quantity | Rate | Total |
|----------|--------------------------|------|----------|------|-------|
| | Method Related Charges | | | | |
| | Carried to Grand Summary | | | | |

Contract Data

| Price List- <i>items to be completed by Tenderer as required</i> | |
|--|--|
|--|--|

[illegible]

Contract Data

| Price List- <i>items to be completed by Tenderer as required</i> | |
|--|--|
|--|--|

| Item no. | Description | Unit | Quantity | Rate | Total |
|---------------------------------|---|----------------|----------|------|-------|
| | Askes Court | | | | |
| | Excavation | | | | |
| | Excavation for foundation | | | | |
| E324 | Material other than topsoil, rock or artificial hard material. Commencement surface underside of existing foundation. | m ³ | 67 | | |
| | Excavation ancillaries | | | | |
| E522 | Preparation of excavated surfaces | m ² | 120 | | |
| E532 | Disposal of material other than topsoil, rock or artificial hard material to designated tip | m ³ | 67 | | |
| Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description | Unit | Quantity | Rate | Total |
|---------------------------------|--|-------------|-----------------|-------------|--------------|
| | In Situ Concrete | | | | |
| F400 | Provision of concrete Prescribed mix Grade FND 2 | m³ | 60 | | |
| F624 | Placing of concrete Mass concrete to foundation | m³ | 60 | | |
| Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description | Unit | Quantity | Rate | Total | |
|----------|---|----------------|----------|------|-------|--|
| | Askes Court | | | | | |
| | Concrete Ancillaries | | | | | |
| | Formwork | | | | | |
| G144 | Rough finish, plane vertical width not exceeding 1.2m | m ² | 70 | | | |
| | Concrete accessories | | | | | |
| G811 | Wood float to top surface | m ² | 46 | | | |
| G831 | Void former | m ² | 37 | | | |
| G832 | B16 - 600mm long dowels | nr. | 180 | | | |
| G844 | 75mm dry packing | m ² | 35 | | | |
| G999 | Place 2 no. Supreme lintel R15A (100 x140dp x 900 long) under external wall to span over gap to underpin Allow for break out masonry and excavation to 1m and backfill | item | 1 | | | |
| | Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description Askes Court | Unit | Quantity | Rate | Total | |
|----------|---|------|----------|------|-------|--|
| U183 | Brickwork, Blockwork and Masonry Ancillaries Movement joint | m | 10 | | | |
| | Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description | Unit | Quantity | Rate | Total |
|----------|---|----------------|----------|------|-------|
| | 18 The Chennells | | | | |
| | Excavation | | | | |
| | Excavation for foundation | | | | |
| E324 | Material other than topsoil, rock or artificial hard material. Commencement surface underside of existing foundation. | m ³ | 25 | | |
| | Excavation ancillaries | | | | |
| E522 | Preparation of excavated surfaces | m ² | 19 | | |
| E532 | Disposal of material other than topsoil, rock or artificial hard material to designated tip | m ³ | 25 | | |
| | Carried to Grand Summary | | | | |

Contract Data

| Price List- <i>items to be completed by Tenderer as required</i> | |
|--|--|
|--|--|

| Item no. | Description | Unit | Quantity | Rate | Total |
|---------------------------------|--|----------------|-----------------|-------------|--------------|
| | 18 The Chennells | | | | |
| | In Situ Concrete | | | | |
| F400 | Provision of concrete Prescribed mix Grade FND 2 | m ³ | 22 | | |
| F624 | Placing of concrete Mass concrete to foundation | m ³ | 22 | | |
| Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

| Item no. | Description | Unit | Quantity | Rate | Total |
|----------|--|----------------|----------|------|-------|
| | 18 The Chennells | | | | |
| | Concrete Ancillaries | | | | |
| | Formwork | | | | |
| G144 | Rough finish, plane vertical width not exceeding 1.2m | m ² | 32 | | |
| G171 | Rough finish, form key 150mm deep | nr. | 19 | | |
| | Concrete accessories | | | | |
| G811 | Wood float to top surface | m ² | 17 | | |
| G831 | Void former | m ² | 16 | | |
| G844 | 75mm dry packing | m ² | 14 | | |
| G999 | Saw cut slab in bedroom to a distance of 900mm back from end side wall, compact and fill void with granular material, reinstate slab with d.p.m. underneath. | item | 1 | | |
| | Carried to Grand Summary | | | | |

Contract Data

| Price List- <i>items to be completed by Tenderer as required</i> | |
|--|--|
|--|--|

| Item no. | Description | Unit | Quantity | Rate | Total |
|---------------------------------|---|-------------|-----------------|-------------|--------------|
| | 18 The Chennells | | | | |
| | Brickwork, Blockwork and Masonry | | | | |
| | Ancillaries | | | | |
| U183 | Movement joint | m | 10 | | |
| Carried to Grand Summary | | | | | |

Contract Data

Price List- *items to be completed by Tenderer as required*

Grand Summary

Contractual Items

| | |
|-----------|-------|
| PAGE 2 | £ |
| PAGE 3 | £ |
| PAGE 4 | £ |
| | ----- |
| Sub total | |

Askes Court - Work Items

| | |
|-----------|-------|
| PAGE 5 | £ |
| PAGE 6 | £ |
| PAGE 7 | £ |
| PAGE 8 | £ |
| | ----- |
| Sub total | |

The Chennells - Work Items

| | |
|-----------|-------|
| PAGE 9 | £ |
| PAGE 10 | £ |
| PAGE 11 | £ |
| PAGE 12 | £ |
| | ----- |
| Sub total | |

Contractual Items £

Work Items £

Adjustment Item £

TOTAL CARRIED TO FORM OF TENDER

£

Contract Data

Works Information

1.0 Site Information

1.01 Site Location

The sites of the proposed works are located at Askes Court, Singleton TN23 5UU and The Chennells, High Halden TN26 3NB.

1.02 Background

Askes Court consists of 34 flats and bungalows built in 1986 and is managed by Ashford Borough Council. On-site facilities include a communal lounge, laundry room and spacious gardens. The flats are of conventional construction with a timber trussed roof, concrete first floors, concrete ground floors and cavity masonry external walls.

A variety of large trees borders the boundary of the property. A beech tree (15 m approx. high), field maples (15m approx. high) and a hawthorne hedge (7m approx. high) had been previously removed along the boundary.

Flats 6 to 9 an adjacent block of flats had suffered for subsidence due to tree roots activity and was traditionally partially underpinned in 2002.

The flats have suffered from cracking to the building. Based on observations the most likely principal cause of cracking is foundation movement.

The Chennells consists of a two storey block of four flats. The flats are of conventional construction with a timber roof covered with concrete tiles, concrete first floor, concrete ground bearing floor and cavity masonry external walls.

A hedge borders the side of the property that is taking moisture from the ground that has shrinkable characteristics.

The front exterior corner has suffered from cracking to the building. Based on observations the most likely principal cause of cracking is foundation movement. There is also local settlement of the ground bearing slab in the bedroom adjacent to the wall cracking.

1.03 Access to the Site

Vehicular access to Askes Court is gained off Hoxton Close and for the Chennells the site is gained off The Chennells.

The access road provides a means of access for residents.

On no account shall the Contractor prevent or obstruct access to the property, unless unavoidable for safety or other reasons and only with the permission of the Project Manager.

Works Information

1.04 Limitations of Working Space

The Contractor shall confine everything pertaining to the Contract within the area of the proposed works and surrounding areas.

The Contractors operations are to be confined to the minimum area required to carry out the works which shall be executed carefully to cause minimum nuisance and inconvenience to the residents.

1.05 Inspection of the Site

The Contractor is recommended to visit the site and surrounds as no claim due to lack of knowledge which could have been obtained by such a visit will be entertained.

1.06 Ground Conditions & Site Investigation

Maps published by the British Geological Survey indicate that the superficial geology in this area is the Alluvium – Clay, Silt, Sand and Gravel, which could be shrinkable, overlying the bedrock geology of the Weald Clay Formation - Mudstone which is likely to be shrinkable

Ground investigation have been carried out and is attached as an addendum

Contract Data

Works Information

2.0 Description of the works

2.01 General

A general description of the works is given below, the items do not include all activities required and the Contractor is to allow for all works necessary.

The Contractor will be responsible for all aspects of the construction of the scheme, the following are only to be used as descriptions of the Employers Requirement.

The Employer requires the partial underpinning of the two- storey block of flats at two sites.

Works would involve underpinning by mass concrete, providing movement joints and reinstatement of the ground to its original condition.

The Contractor is to notify the Contract Administrator of any discrepancies prior to any work commencing.

2.02 Materials

Subject to more detailed information given elsewhere in the Works Information the following basic standard requirements shall apply.

Materials and components shall be new, shall comply with European and British Standards where such exist or other equivalent standards.

Handling and storage shall be in accordance with manufacturer's instructions.

Prior to the contract being awarded the contractor shall supply concrete certification, as requested by the Contract Administrator, that they propose to use during the works.

The contractor, on request, shall supply at their own expense certificates and test sheets, signed by the supplier, giving the results of the tests applicable to the materials used.

(This applies to all materials supplied by the contractor.)

Contract Data

Works Information

3.0 Drawings

3.01 Drawings

Askes Court:

D520 -1 Existing Layout

D520 -2 Underpinning Layout

D520 -3 Underpinning Details

The Chennells:

F298 -1 Underpinning Details

4.0 Constraints on how the Contractor Provides the Works

4.01 Site Administration

The Contractor shall allow for all necessary site administration for the proper execution of the Works. Prior to commencing the works on site, the Contractor shall confirm to the Contract Administrator the name of the person in charge of the site together with brief details of his experience. This person is not to be changed without the prior agreement of the Contract Administrator, which will not be unreasonably withheld.

The Contractor shall ensure that the works and the site are properly protected and secured at all times, including any works outside the site boundary, and that the Employer is indemnified against any claim for loss, damage, theft or the like. The use of guard dogs will not be allowed

4.02 Risks & Insurances

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is £10,000,000. The policy is to have excess sums of no more than £5,000.

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is £10,000,000. The policy is to have excess sums of no more than £5,000.

The Contractor is liable to the Client for loss or damage to their property.

The Contractor is to submit details of the terms of the insurance they propose to effect, or which they already hold and intend to use, to meet the requirements of the above three clauses.

4.03 Site Security and Temporary Fencing

The Contractor shall provide all temporary and permanent fencing as necessary.

The Contractor must provide for siting his temporary buildings and offices and the storing of materials etc. within the site boundaries.

The site is to be maintained in a secure state until completion at which time all temporary fencing, building materials and equipment is to be removed and all works made good.

The site is also to be left in a safe and tidy state at the end of each working day.

4.04 Plant, Tools and Vehicles

The Contractor shall allow for providing all plant, tools and vehicles necessary for the completion of the Works.

Contract Data

Works Information

4.05 Water for the Works

The Contractor shall allow for providing water for the whole of the Works including all temporary arrangements for storing and distributing.

4.06 Lighting and power for the works

The Contractor shall allow for providing all necessary artificial lighting and supplying electric power for mechanical tools and plant for the whole of the Works to a standard not inferior to that laid down in the Institute of Electrical Engineers' Regulations.

4.07 Temporary Roads, Hard Standings etc.

The Contractor shall allow for providing all temporary roads, hard standings, crossings and the like necessary for carrying out the whole of the Works and removing the same on completion.

4.08 Temporary Accommodation for Use by the Contractor

The Contractor shall allow for providing and maintaining all necessary temporary offices or storage for materials for his own requirements.

No offices, stores or temporary buildings shall be erected on site without first obtaining the consent of the Contract Administrator as to the position in which they are to be erected.

4.09 Safety, Health and Welfare of Work people

The Contractor shall allow for providing and maintaining all welfare and safety measures to a standard not inferior to that laid down in statutory instruments, rules and orders and subsequent amendments thereto for all workmen employed on the site including the employees of Subcontractors.

Sanitary accommodation for workmen and staff shall be provided, connected to existing drainage where practicable, and maintained in a thoroughly clean, deodorized and orderly condition.

All huts and other temporary facilities shall be removed, and contaminated soil disinfected and all damage made good on completion of the Contract.

The Contractor must provide industrial safety helmets complying with the latest BS for the use of all personnel including subcontractors and authorised visitors attending the site. He will be expected to use his best endeavours to ensure that the helmets are worn by all such personnel on site in accordance with current legislation.

The Contractors' attention is particularly drawn to his obligations under the Health and Safety at Work Act etc., 1974.

Contract Data

Works Information

4.10 Maintenance of Roads Etc.

The Contractor shall maintain all public and private roads, footpaths, paved areas, boundary walls and fences on or adjacent to the site in their present condition and on completion, make good any damage arising from the works and reinstate to the satisfaction of the Contract Administrator.

The Contractor is to make good any damage caused to any land, public and private roads, footpaths, services under, kerbs, paved areas, boundary walls, and fences etc. by his own and by subcontractors and suppliers' plant, transport and activities, at his own expense or pay the cost and charges in connection therewith.

The Contractor is to carry out a photographic survey of the site boundary and roads and agree this with the Contract Administrator prior to works commencing.

No storage of materials will be allowed on the adjoining roads or pavements.

4.11 Keeping Roads, etc. Clean

The Contractor shall keep any public, private and existing roads, footpaths and paving on or adjacent the site or used by traffic entering or leaving the site in a clean and unobstructed and safe state to the satisfaction of the Contract Administrator. He shall use all means to prevent mud or rubbish of any kind being carried on to such roads, footpaths and paving, by vehicles belonging to himself or any other subcontractor to the reasonable satisfaction of the Contract Administrator.

Where, however, in spite of such precautions, mud or rubbish is carried on to the roads, footpaths or paving, he must immediately clean up such mud or rubbish at his own expense by scraping, brushing, shovelling and removing to tip. Special attention must be given to prevent mud becoming embedded in the road and footpath surfaces.

4.12 Removing Rubbish etc. and Cleaning Works on Completion

The Contractor shall allow for removing all rubbish, protective casings, coverings and debris from the site.

4.13 Control of Noise and Pollution

The attention of the contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with references to the control of noise in relation to any construction works and must comply therewith.

The Contractor is recommended to confer with the Chief Environmental Officer in relation to proposed method and noise level resultant.

Works Information

4.14 The Construction (Design and Management) Regulations 2015

This Contract will be executed strictly in accordance with the Regulations.

The Contractor named in the Articles of Agreement of the Contract will be deemed the Principal Contractor.

The Principal Designer will be as stated below, or his successor as confirmed in writing by the Employer.

The Health and Safety Information document that has been established for this project by the Principal Designer is attached to these Employers Requirements, and the Contractor shall incorporate this in their own Health and Safety Plan.

The Contractor shall, if formally requested, submit their Health and Safety Plan for the project with his tender and shall execute the whole of the Contract strictly in accordance with this.

The Contractor shall allow the Principal Designer access to the Works and afford him every reasonable facility for the performance of his duties.

The Contractor shall co-ordinate with the Principal Designer, execute the Health and Safety Plan and contribute as required to the Health and Safety File.

4.15 Shared Use of the Site

During the construction period the existing access road will remain operational utilising the areas not directly affected by these Contract Works.

The Contractor shall allow and make necessary arrangements for the joint use of access roads, parking, paths, surfaces etc., to the areas which remain in use including providing temporary diversions, facilities etc., as may be required to maintain the operation of the facility.

The contractor shall ensure that the access road is left unobstructed at the end of each working day.

4.16 Restrictions on Working Hours

Generally, no specific restrictions will be placed upon normal working hours other than weekend working (i.e. Saturdays, Sundays and Bank Holidays) which will not be permitted without prior formal approval from the Contract Administrator.

The Contractor is required to state within his tender during what hours he proposes to undertake the works.

4.17 Trespass and Nuisance

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers.

No persons employed on the works shall be allowed to trespass on adjoining properties.

Works Information

The Contractor shall indemnify the Employer against any claims or action for damage on account of any trespass or other misconduct of the Contractors' employees.

The Contractor or any of his subcontractors, their staff and workmen will not be allowed to park any vehicles or plant on the surrounding roads.

4.18 Name Boards

Not required.

4.19 Advertisements

All rights of advertising on the site shall be reserved by the Employer and the Contractor shall take all necessary measures to ensure that no unauthorized advertising takes place.

4.20 Publicity

No information, either written or verbal, nor photography or drawings concerning this Contract shall be supplied by the Contractor to any persons without the written authority of the Contract Administrator.

Works Information

5.0 Requirements for the programme

5.01 Site Meetings

Formal pre-start, monthly progress or stage completion and practical completion hand over meetings will be held by the Contract Administrator and minutes will be taken and distributed by the Contractor.

5.02 Programme

The Contractor shall before be given possession of the site prepare and submit his proposed programme for the execution of the works for comment by the Contract Administrator.

Thereafter the Contractor shall amend and revise the programme as required by the Conditions of Contract or as requested by the Contract Administrator.

5.03 Method Statement

The Contractor should provide, at the time of tendering, a statement describing their proposed general and detailed arrangements and methods for carrying out the works. The Method Statement should include details of how all stages of the works will be executed. It should detail procedures to ensure the specified parameters are obtained, the appropriate climatic conditions in which the surfacing can be laid, the appropriate Health and Safety requirements and training that personnel will undergo prior to working on site.

6.0 Services and other things provided by the Employer

6.01 Drawings & Factual Report on Ground Investigation

To be issued electronically with the Tender documents.

Factual Report on Ground Investigation by Ground and Environmental Services Ltd
Document Reference No: 12291 dated November 2019

Factual Report on Ground Investigation by Ground and Environmental Services Ltd
Document Reference No: 12528/1 dated January 2021.

Contract Data

Works Information

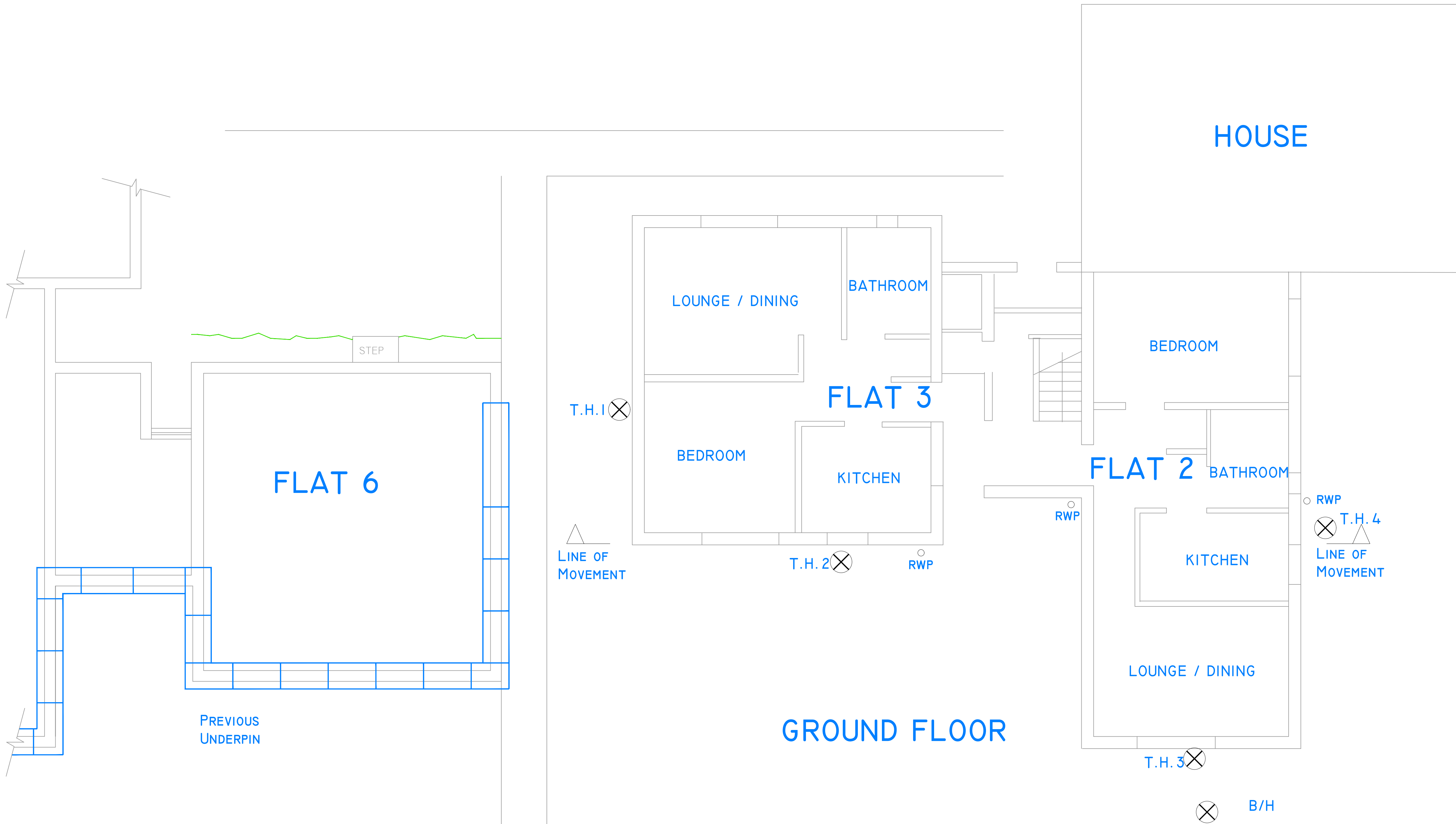
7.0 Specification

7.01 Underpinning

- The walls are to be underpinned in mass concrete, depth(s) as shown on Drawings, minimum width 850
- Excavations for underpinning bays shall not exceeding 1200 in length
- The sequence of the underpinning shall be such that a minimum of 72 hours elapses between casting and dry packing of an underpinning bay and the commencement of excavation of an adjacent excavation
- If the existing foundation to the wall is found to be unstable, sacrificial steel jacks shall be installed underneath the foundation to prop the bottom of the foundation. These steel jacks shall be left in place and incorporated into the mass concrete underpinning bay
- If the sides of the excavation appear to be unstable, or if there is any doubt about their stability, adequate lateral supports shall be provided to all sides of the excavation including any access trench, using trench sheeting, plywood, timber boards and/or steel props or similar as appropriate and required. If necessary, and subject to the approval of the Engineer, shuttering may be left in position and cast into the underpinning bay, provided that it is of a type that will not cause a void by decaying. If necessary and approved by the Engineer, cementitious grout or concrete is to be poured behind the shutter at the back of the excavation to fill the void between the shutter and the excavated ground
- All excavations for underpinning bays shall be dug in one day and the concrete to the bay shall be poured by the end of the same day
- Concrete to all underpinning bays shall be poured to within 50 to 75 of the underside of the existing foundation
- On the following day, the gap between the concrete and the underside of the foundation shall be dry packed with 1:3 mortar using 5-10mm course aggregate with an expanding admixture used strictly in accordance with the manufacturer's instructions
- A minimum of 72 hours shall be allowed before adjacent bays are excavated
- Adjacent underpinning bays shall be connected using a key formed in the adjoining bay ensuring exposed surface is scabbled and clean.
- All concrete shall be Grade FND2 designated concrete mix
- To prevent differential settlement, provide movement joints
- Provide a movement joint in the external leaf of the rear wall as indicated on Drawing. Movement joints are to be constructed using proprietary stainless steel sliding ties @ 450 c/c maximum vertically such as Ancon PPS wall ties with de-bonding sleeves as specified by the supplier.

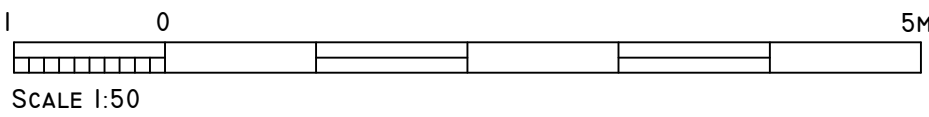
NOTES

I. SCHEMATIC STRUCTURAL ARRANGEMENT ONLY. DO NOT SCALE. USE FIGURED DIMENSIONS ONLY. LOCATIONS SHOWN ARE INDICATIVE ONLY.

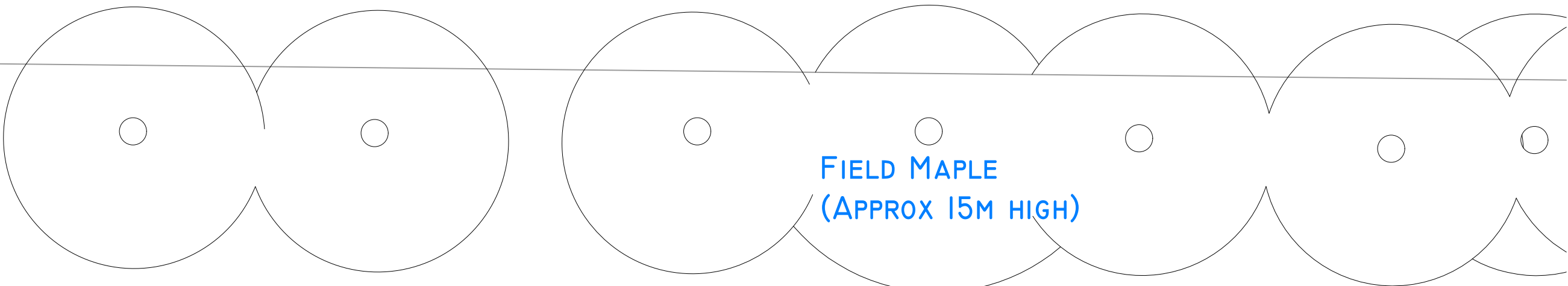


GROUND FLOOR

| TRIAL HOLE | TOP OF FOUNDATION FROM DPC | DEPTH OF FOUNDATION | DEPTH OF ROOTS FROM GROUND LEVEL |
|------------|----------------------------|---------------------|----------------------------------|
| 1 | 300 | ? | 700 |
| 2 (SAMPLE) | 300 | 1000 | 900 |
| 3 | 300 | 1000 | 500 |
| 4 (SAMPLE) | 450 / 600 | 1000 | 500 |



MATURE OAK
(24M HIGH)



Project

FLATS 2, 3 & 6 ASKES COURT
SINGLETON TN23 5UU
UNDERPINNING

Drawing

EXISTING LAYOUT

Client

ASHFORD BOROUGH COUNCIL

EPS Design

EPS Design Ltd, www.epsdesign.co.uk
Engineering, Projects & Surveying
E: contact@epsdesign.co.uk T: 01233 224986

Scale: 1:50

Drawn: SAL

PRINT DRAWING AT A1

Checked: MD

Date: NOVEMBER 2019

Drawing No:

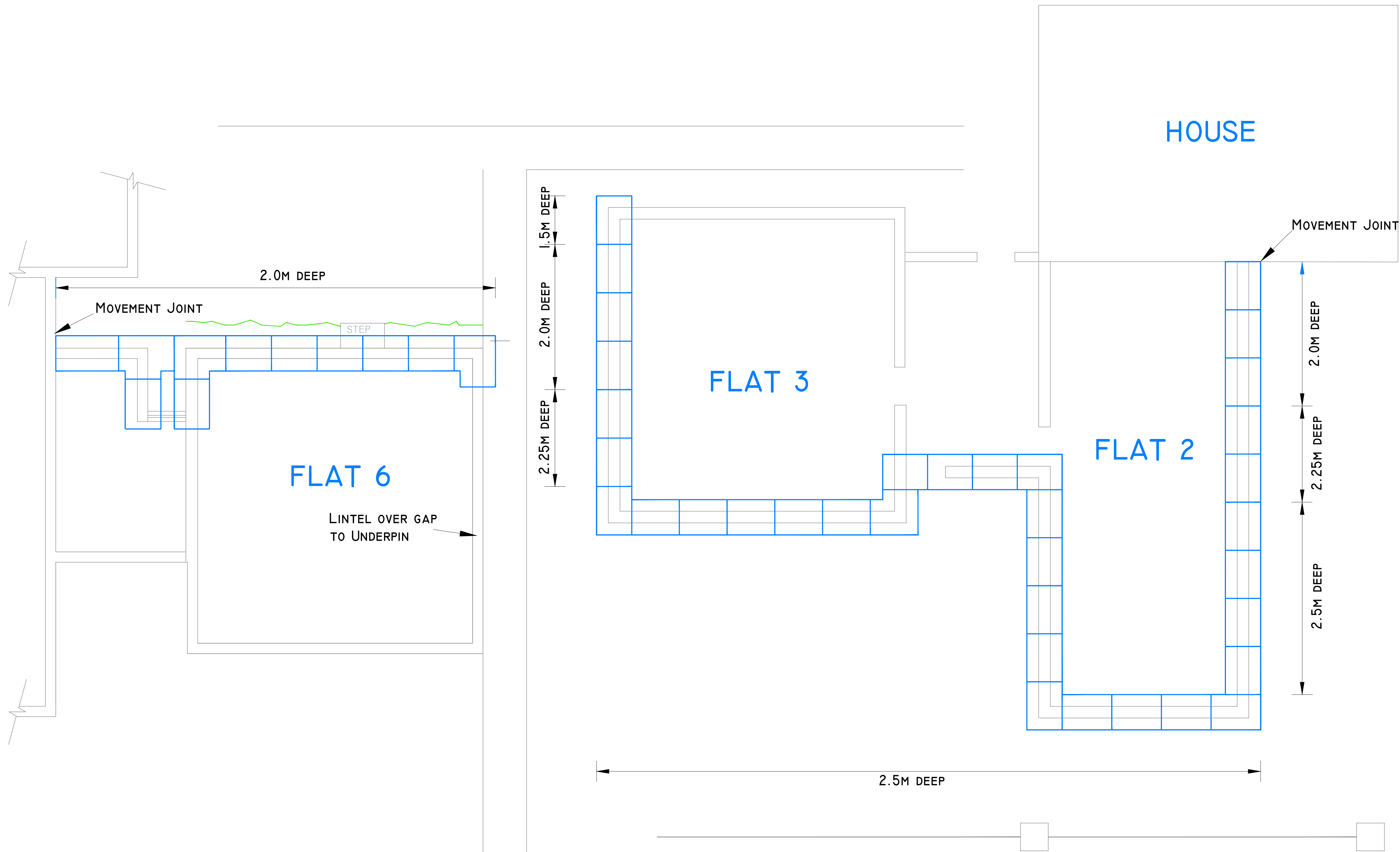
D520-I

Rev:

-

NOTES

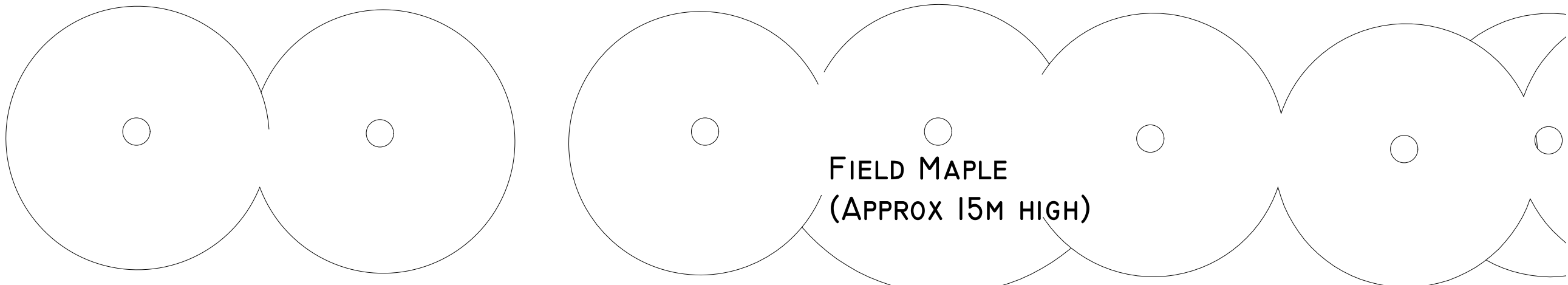
1. SCHEMATIC STRUCTURAL ARRANGEMENT ONLY. DO NOT SCALE. USE FIGURED DIMENSIONS ONLY. LOCATIONS SHOWN ARE INDICATIVE ONLY.



DEPTHS SHOWN
THUS ARE DEPTHS
BELOW EXTERNAL
GROUND LEVEL

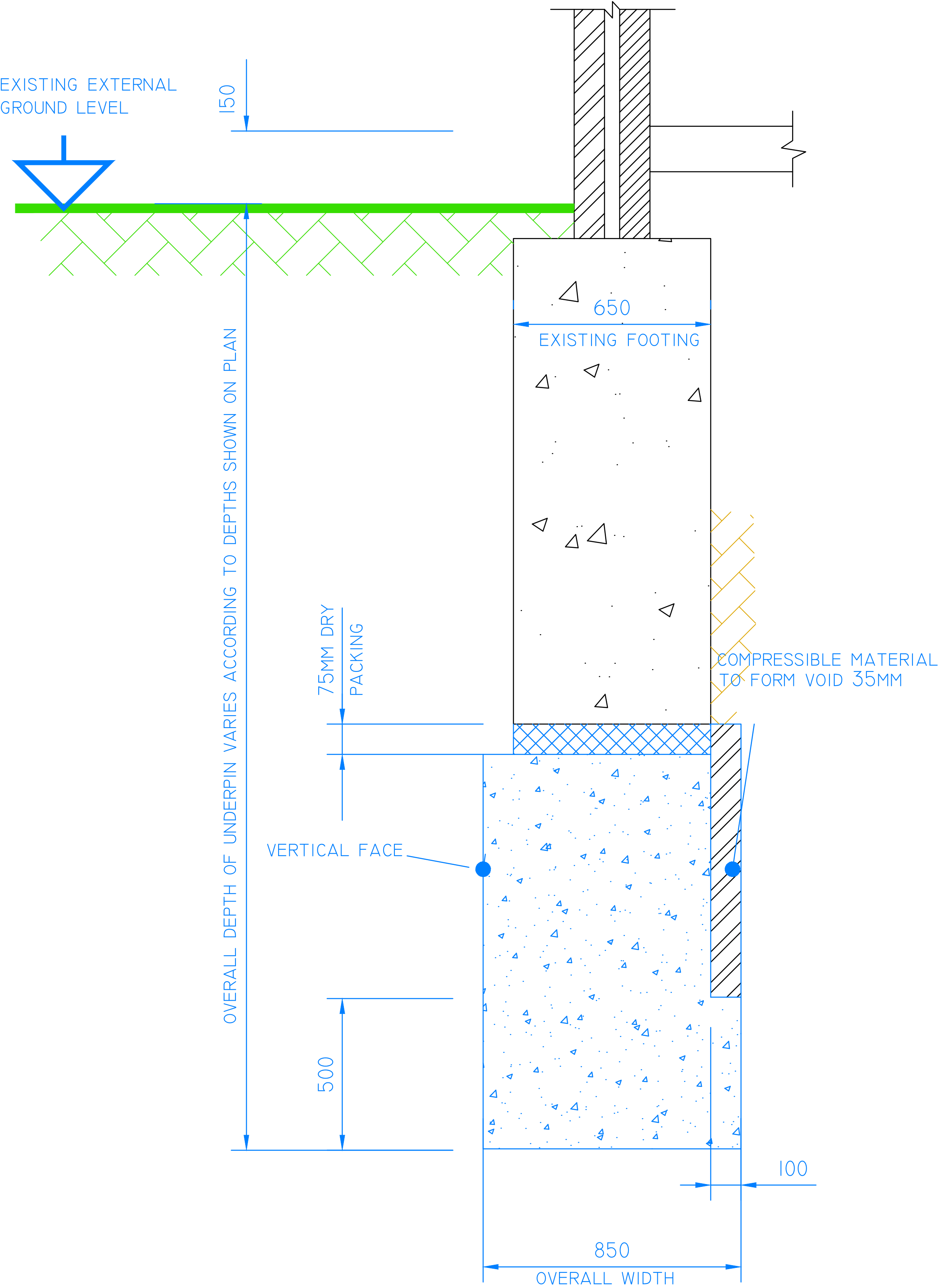
1 0 5M
SCALE 1:50

MATURE OAK
(24M HIGH)

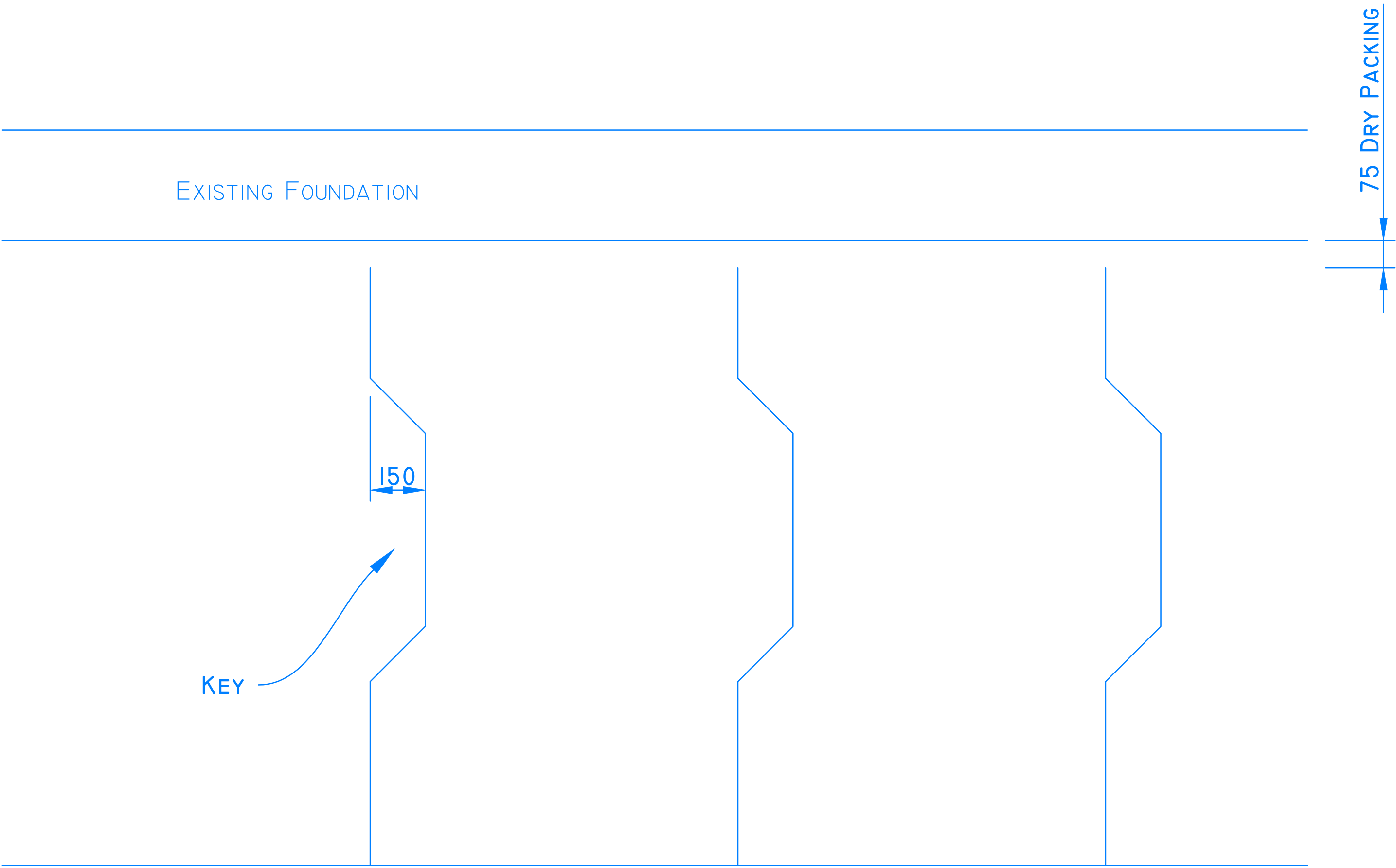


| | | |
|--|---------------------|---------------------|
| Project FLATS 2, 3 & 6 ASKES COURT SINGLETON TN23 5UU UNDERPINNING | | |
| Drawing UNDERPINNING LAYOUT | | |
| Client ASHFORD BOROUGH COUNCIL | | |
| EPS Design EPS Design Ltd, www.epsdesign.co.uk Engineering, Projects & Surveying E: contact@epsdesign.co.uk T: 01233 224986 | | |
| Scale: 1:50 | PRINT DRAWING AT A1 | |
| Drawn: SAL | Checked: MD | Date: NOVEMBER 2019 |
| Drawing No: | D520-2 | Rev: - |

NOTES
1. SCHEMATIC STRUCTURAL ARRANGEMENT ONLY. DO NOT SCALE. USE FIGURED DIMENSIONS ONLY. LOCATIONS SHOWN ARE INDICATIVE ONLY.



TYPICAL CROSS SECTION



TYPICAL ELEVATION

| | | |
|--|-------------|---------------------|
| Project | | |
| FLATS 2, 3 & 6 ASKES COURT SINGLETON TN23 5UU UNDERPINNING | | |
| Drawing | | |
| UNDERPINNING DETAILS | | |
| Client | | |
| ASHFORD BOROUGH COUNCIL | | |
| EPS Design | | |
| EPS Design Ltd, www.epsdesign.co.uk Engineering, Projects & Surveying E: contact@epsdesign.co.uk T: 01233 224986 | | |
| Scale: 1 : 10 | | PRINT DRAWING AT A1 |
| Drawn: SAL | Checked: MD | Date: NOVEMBER 2019 |
| Drawing No: | D520-3 | Rev: - |



Ground and Environmental Services Limited

**Unit 2 Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG
01233 646237**

**18 The Chennells
High Halden
Ashford
Kent TN26 3NB**

Factual Report on Ground Investigation

Ashford Borough Council



Document Reference: 12528/1

January 2021

air quality assessment contaminated land ecology environmental audits noise assessment
environmental impact assessments flood risk assessments geotechnical engineering ground investigation
hydrogeology noxious weeds remediation design risk assessments waste management

Site: 18 The Chennells, High Halden, Ashford, TN26 3NB

Document Reference No: 12528/1

Quality Management

| | |
|-----------------------|---------------------|
| Prepared by: | JM |
| Reviewed by: | CSS |
| Authorised by: | CSS |
| Date | January 2021 |
| Revision | 1 |

Table of Contents

| | | |
|------------|--|----------|
| 1 | INTRODUCTION..... | 1 |
| 2 | SITE LOCATION AND LAYOUT | 1 |
| 3 | GEOLOGY | 1 |
| 4 | INTRUSIVE INVESTIGATION | 2 |
| 4.1 | FIELDWORK..... | 2 |
| 4.2 | GROUNDWATER | 2 |
| 5 | LABORATORY TESTING | 3 |
| 6 | SUMMARY OF GROUND CONDITIONS AND ENGINEERING PROPERTIES | 3 |

Figures

1. Exploratory Hole Location Plan
2. SPT v Depth Profile
3. Moisture Content v Depth Profile

Appendices

1. Window Sample Log
2. Hand Dug Trial Pit Logs, Sketches and Photographs
3. Laboratory Test Results

1 INTRODUCTION

Ground and Environmental Services Ltd (GES) was commissioned by EPS Design (The Structural Engineer) on behalf of Ashford Borough Council (The Client) to undertake an intrusive Ground Investigation at 18 The Chennells, High Halden, Ashford TN26 3NB.

The principal objectives of the ground investigation would be to obtain ground condition data to facilitate the design of remedial works to the existing foundations. This report presents a factual summary of the works undertaken.

It should be noted that the scope of the ground investigation does not extend to cover discussion of potential contamination or pollution risks associated with the proposed development.

2 SITE LOCATION AND LAYOUT

The site is located in High Halden approximately 12km south west of Ashford town centre and is centred on approximate ordnance survey grid reference centre: TQ 892 373.

Access to the site was gained from the north off The Chennells.

The investigation area was located off the side and front elevations of the property in an area of soft landscaping. Immediately adjacent to the side elevation was a mature hedgerow interspersed with several mature trees.

3 GEOLOGY

Reference to the British Geological Survey 1:50,000 scale geological map of the area indicates soils typical of the Weald Clay Formation deposited during the Early Cretaceous Epoch, Hauterivian to Berremian in age (134ma to 126ma).

The geological memoir for the area described this stratum as follows:

The Weald Clay Formation: Composed of dark grey thinly-bedded mudstones (shales) and mudstones with subordinate siltstones, fine- to medium-grained sandstones, including calcareous sandstone.

The upper boundary is unconformable and sharp at the contact between the drab, ochre-brown mudstones of the upper part of the Weald Clay.

The lower boundary is generally poorly defined and gradational in complete successions, from the siltstones and silty fine-grained sandstones of the underlying Weald Clay Formation up into the mudstones of the Weald Clay Formation.

4 INTRUSIVE INVESTIGATION

4.1 FIELDWORK

Site works were carried out on the 26th November 2020 and comprised the following:

- Window Sampling;
- Hand Dug Trial Pitting.

Subsequent to the initial investigation carried out on the 26th November 2020 supplementary window sampling was requested by the Structural Engineer. The supplementary window sampling works were carried out on the 14th January 2021.

The positions of the above works on the site are indicated on the Exploratory Hole Location Plan – See Figure 1.

Window Sampling

Two window sample holes (WS1 and WS2) were excavated using a Premier Compact 110 window sampling rig to depths of 5m.

The soils and materials encountered in the holes were logged and representative samples recovered for laboratory analysis. Standard Penetration tests were also carried out at regular intervals using the split spoon attachment.

Upon completion the window sample holes were backfilled with arisings.

Logs of the window sample holes are presented in Appendix 1.

Hand Dug Trial Pitting

Two hand dug trial pits (HDTP1 and HDTP2) were excavated against the existing property in order to determine existing foundation detail. The trial pits were excavated to depths of 0.9m with the underside of the existing foundations found at depths of 0.72m and 0.71m in HDTP1 and HDTP2 respectively.

Trial pit sketches and photographs are presented in Appendix 2.

4.2 GROUNDWATER

Groundwater was observed at 3.4m upon completion of WS2. In addition, a slight water seepage was observed at 0.54m in HDTP2.

It should be noted that groundwater levels may vary due to seasonal fluctuations in rainfall, but in the shorter term, can be affected by antecedent weather conditions or other causes.

5 LABORATORY TESTING

The following range of laboratory tests were scheduled and the results are presented in Appendix 3.

- i.* Determination of Natural Moisture Content (10 no.)
- ii.* Determination of Liquid and Plastic Limit (5 no.)
- iii.* Determination of pH (3 no.).
- iv.* Determination of water-soluble sulphate (3 no.).

6 SUMMARY OF GROUND CONDITIONS AND ENGINEERING PROPERTIES

Two main material types were encountered during the site investigation. An upper layer of Made Ground was underlain by soil of the Weald Clay Formation.

Made Ground

The uppermost layer encountered was Made Ground. This was found in both trial pits and both window sample holes and comprised of gravelly sandy clay with the gravel component comprising of flint and brick. The thickness of the made ground ranged between 0.2m and 0.6m.

Weald Clay Formation

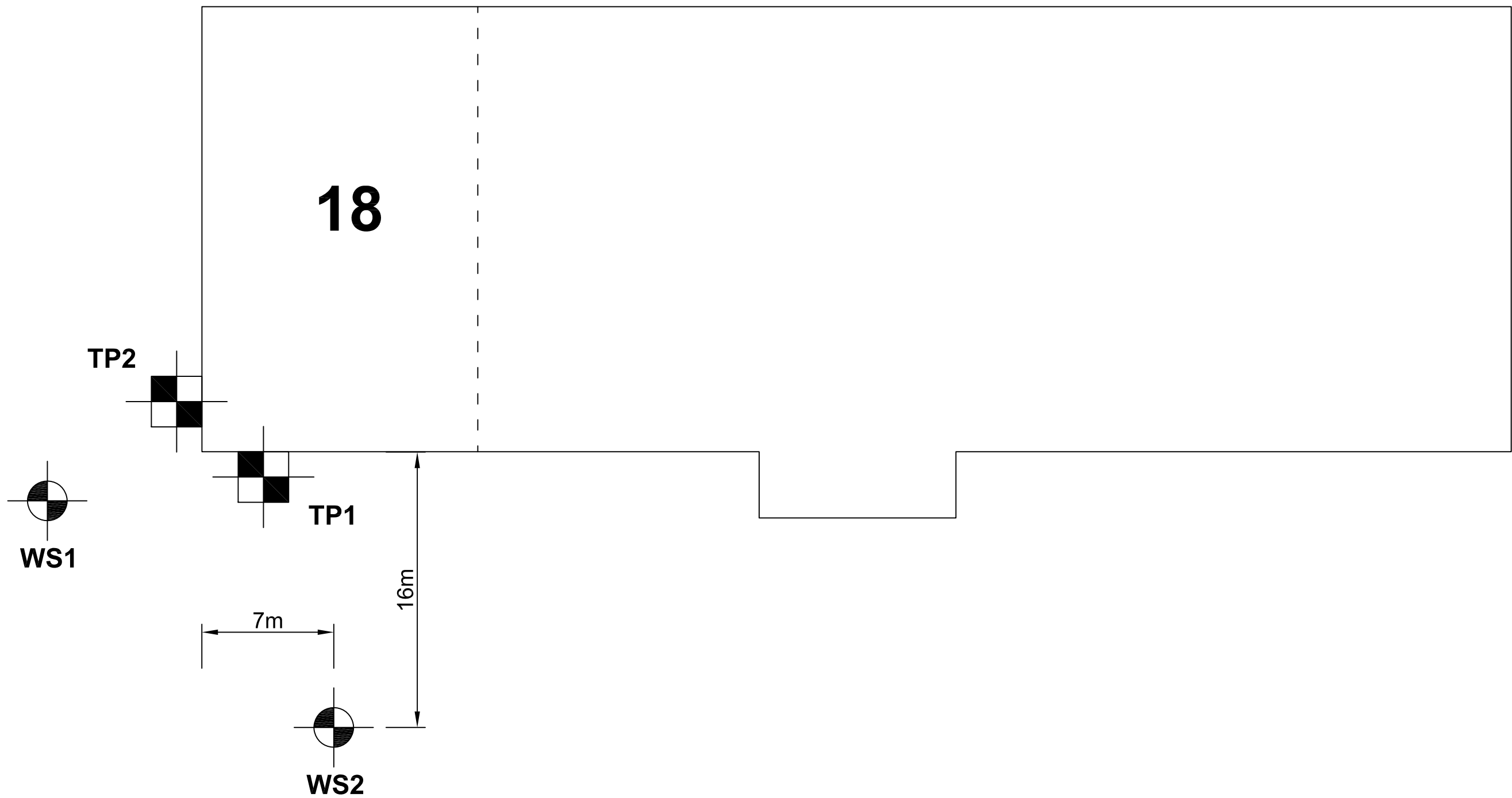
The Weald Clay Formation comprised of silty clay with subordinate thin 0.05m layers of reddish brown mudstone found at 3.2m and 3.8m in WS1. Occasional weak mudstone was observed between 2.2m and 2.85m and between 3.3m and 3.4m in WS2. Occasional roots upto 2mm were found to 1.2m in WS1. Rare fine (<1mm diameter) live roots were found to 2.5m at the location of WS1. No roots were observed in WS2.

The results of in situ SPT tests recorded N values in the range 18 to 62 indicating stiff and very stiff cohesive soils. Only partial penetration was observed in the test carried out at 3.0m in WS3 where 50 blows were recorded for 245mm penetration (i.e. 45mm short of full test). See Figure 2 – SPT v Depth Profile.

Classification testing on the samples recovered from the window samples recorded clay of high plasticity with plasticity indices ranging from 29% to 41% recorded. These soils are classified as having a medium to high volume change potential

Moisture content testing was carried out on all samples. The results are presented graphically in Figure 3 – moisture content v depth profile.

The results of the chemical testing indicated a concentration of water-soluble sulphate in soils at typical formation depth in the range of 34 to 290 mg/l as SO₄. pH values were slightly alkaline with results in the range 8.0 – 8.2 pH units recorded.



| | | | | | | | |
|--|---|--|---------------------------------|---------------|--------|---|--|
| WS - Window Sample BH - Borehole TP - Trial Pit HDTP - Hand Dug Trial Pit DCP - Dynamic Cone Penetration Test HA - Hand Auger | DP - Dynamic Probe GM - Gas Monitoring Standpipe SP - Soakage Pit PT - Percolation Test S - Sample Location | Site: 18 The Chennells, High Halden, Kent | Client: Ashford Borough Council | Drawn: PJ | Rev.: |  | Unit 2 Montpelier Business Park, Dencora Way, Ashford, Kent TN23 4FG Tel: 01233 646 237 |
| | | Title: Figure 1 Exploratory Hole Location Plan | Project: 12528 | Date: 12.2020 | Scale: | | |



Figure 2: 18 The Chennells, High Halden
SPT N-Depth Profile

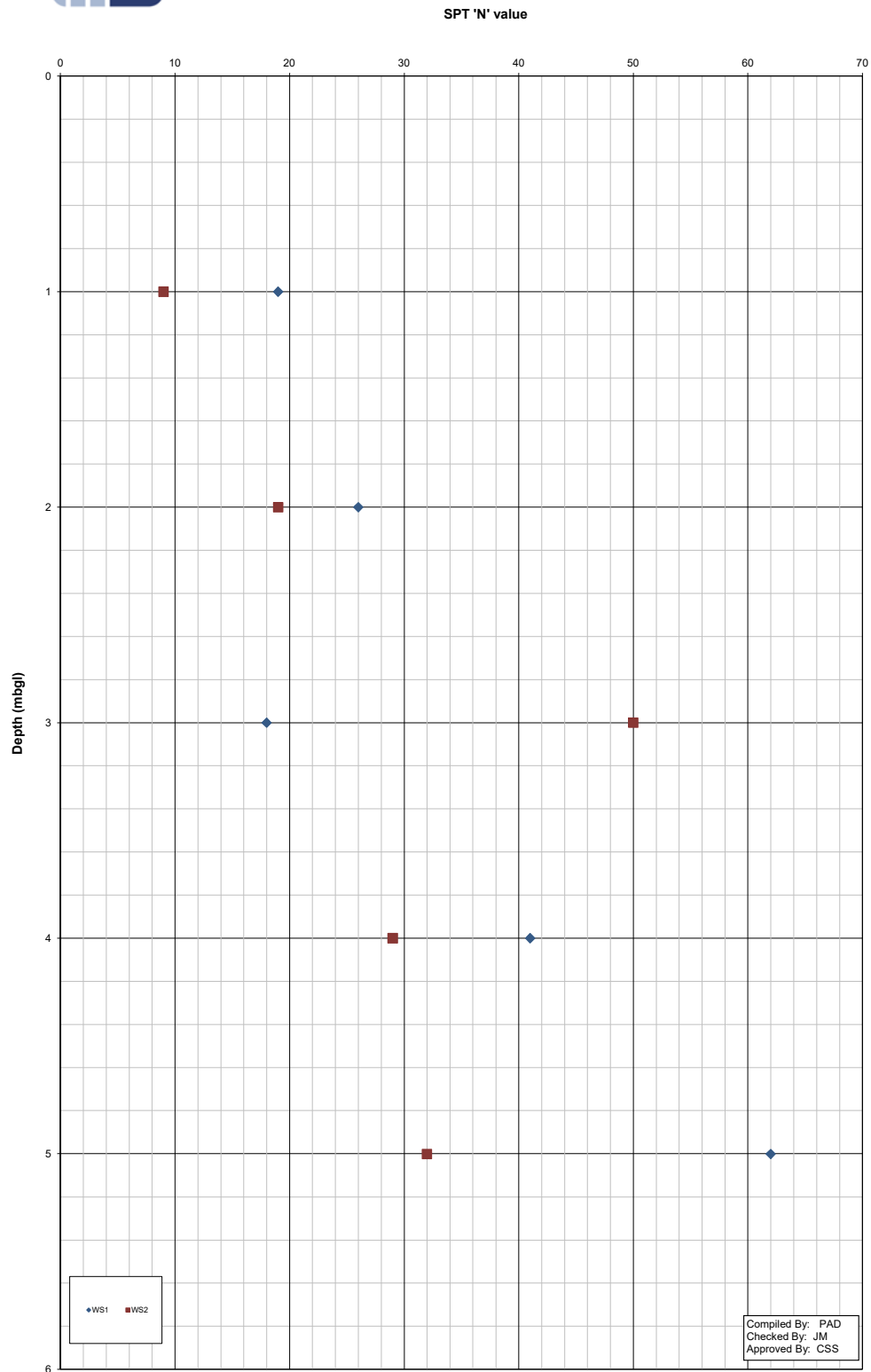
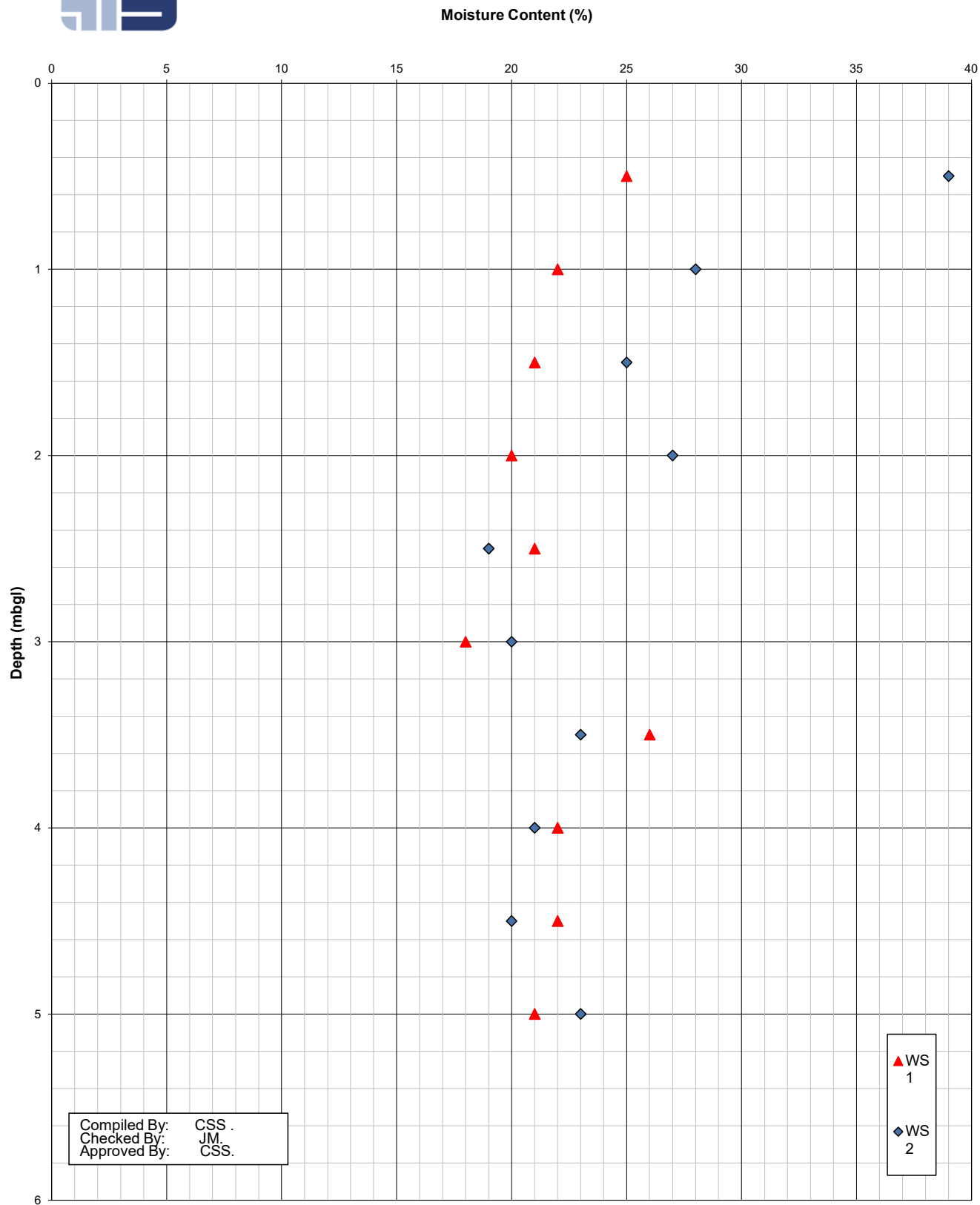




Figure 3. Moisture Content-Depth Profile





APPENDIX 1
WINDOW SAMPLE LOGS



Ground and Environmental Services Limited

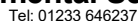
Unit 2 Montpelier Business Park
Dencora Way, Ashford
Kent TN23 4FG

Tel: 01233 646237

Window Sampler Log No. WS 1

Sheet: 1 of 1

| Equipment & Methods. Premier Compact 110 rig — | | | | Project Name: 18 The Chennells Project Location: High Halden TN26 3NB Client: Ashford Borough Council | | Job No: 12528 | | |
|---|-----|------|--------|---|--|--|--------|-------------------|
| Co-ordinates: E: N: | | | | Ground Level (m): | | Date Started:26/11/2020 Date Completed:26/11/2020 | | |
| Samples and In situ Testing | | | | Field Records | DESCRIPTION | Reduced Level (m) | Legend | Depth (Thick) (m) |
| Depth (m) | No. | Type | Result | | | | | |
| 0.50 | | D | | 1,2/3,4,5,7 | MADE GROUND : Grass over brown slightly gravelly silty clay with occasional to many roots to 5mm diameter. Gravel is subangular fine to coarse flint and rare fine brick | -0.30 | | (0.30) 0.30 |
| | | | | | Soft to firm locally firm light grey mottled orange brown silty CLAY with occasional roots to 2mm diameter and ironstone | | | (0.90) |
| 1.00 | | D | | SN=19 | ...from 0.70 no ironstone | | | |
| | | | | | Firm to stiff brown mottled light blue grey and orange brown silty CLAY with some iron oxide staining. Very rare live roots | -1.20 | | 1.20 |
| 1.50 | | D | | SN=26 | ...from 1.70 to 1.80 with rare silt nodules | -1.80 | | (0.60) 1.80 |
| | | | | | Stiff brown and grey brown silty CLAY with some weak mudstone | | | (1.05) |
| 2.00 | | D | | SN=18 | ...from 2.50 to 2.50 with rare petrified and live roots | -2.85 | | 2.85 |
| | | | | | Stiff brown and grey laminated silty CLAY with rare gypsum | -3.20 | | (0.35) 3.20 |
| 2.50 | | D | | SN=41 | Red brown MUDSTONE | -3.25 | | (0.55) 3.25 |
| | | | | | Firm to stiff brown mottled light blue grey silty CLAY with some selenite | -3.80 | | (0.80) 3.80 |
| 3.00 | | D | | SN=62 | Red brown MUDSTONE | -3.85 | | (0.35) 3.85 |
| | | | | | Firm to stiff brown mottled light blue grey silty CLAY with some selenite | -4.20 | | 4.20 |
| 3.50 | | D | | | ...from 3.90 to 3.90 with very rare decomposed root | -4.50 | | (0.30) 4.50 |
| | | | | | Stiff brown laminated very silty CLAY with some pockets of light brown silt | | | (0.50) |
| 4.00 | | D | | | Stiff olive grey and brown silty CLAY | | | |
| 4.50 | | D | | | | | | |
| 5.00 | | D | | | | -5.00 | | 5.00 |
| | | | | | | End of W/S 5.00 m (Thickness of basal layer not proven) | | |
| Remarks: Hole remained dry and stable during and on completion of drilling | | | | | | Logged By: | | Checked By: |
| | | | | | | STP | | CSS |
| | | | | | | Scale: 1:30 | | Approved By: |
| | | | | | | FIG No. | | |
| Notes: For explanation of symbols and abbreviations, see Key Sheet. | | | | | | | | |



Sheet: 1 of 1

Job No:
12528

Date Started:14/01/2021
Date Completed:14/01/2021

| Depth (m) | D | | | Description | Depth (m) | Diagram | Depth (m) |
|-----------|---|-------|---------------------------|---|-----------|---------|-----------|
| 0.00 | | | | MADE GROUND : Grass over brown slightly gravelly silty clay. Gravel is subangular fine to coarse flint and rare fine brick | -0.20 | (0.20) | 0.20 |
| 0.50 | D | | | Soft to firm brown slightly gravelly silty CLAY. Gravel is subangular fine to coarse flint | -0.45 | (0.25) | 0.45 |
| 1.00 | D | | | Soft to firm brown mottled light grey silty CLAY | -0.70 | (0.25) | 0.70 |
| 1.50 | D | SN=9 | 1,1/2,2,2,3 | Firm brown and grey brown silty CLAY | | (1.50) | |
| 2.00 | D | | | | -2.20 | 2.20 | |
| 2.50 | D | SN=19 | 3,4/3,4,5,7 | Firm brown and light blue grey silty CLAY with occasional weak mudstone | | (0.65) | |
| 3.00 | D | | | ...from 2.80 very silty | -2.85 | 2.85 | |
| 3.50 | D | | | Firm to stiff grey silty CLAY with some rust brown staining | -3.20 | (0.35) | 3.20 |
| 4.00 | D | SN=50 | 3,7/8,12,23,7 for 20mm | Firm grey brown very silty CLAY/clayey SILT | -3.60 | (0.40) | 3.60 |
| 4.50 | D | | | Firm to stiff grey brown very silty CLAY | | (0.80) | |
| 5.00 | D | SN=29 | 2,4/5,6,8,10 | Stiff grey brown silty CLAY with occasional orange brown staining | -4.40 | (0.60) | |
| | D | | | | -5.00 | 5.00 | |
| | | SN=32 | 3,4/6,7,8,11 | | | | |

End of W/S 5.00 m
(Thickness of basal layer
not proven)

FIG No.

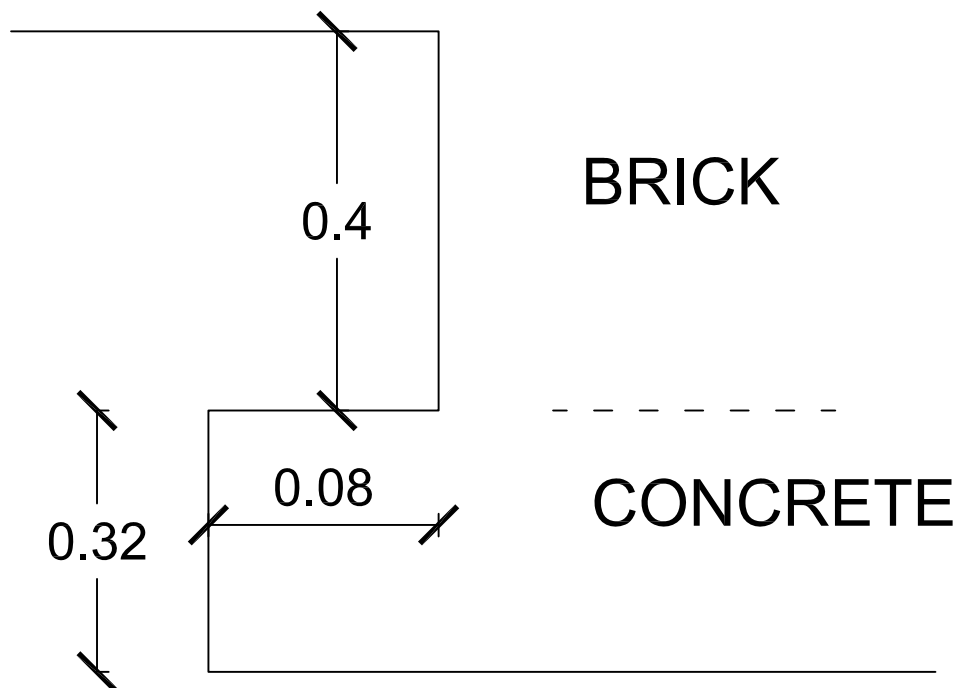
Notes: For explanation of symbols and abbreviations, see Key Sheet.



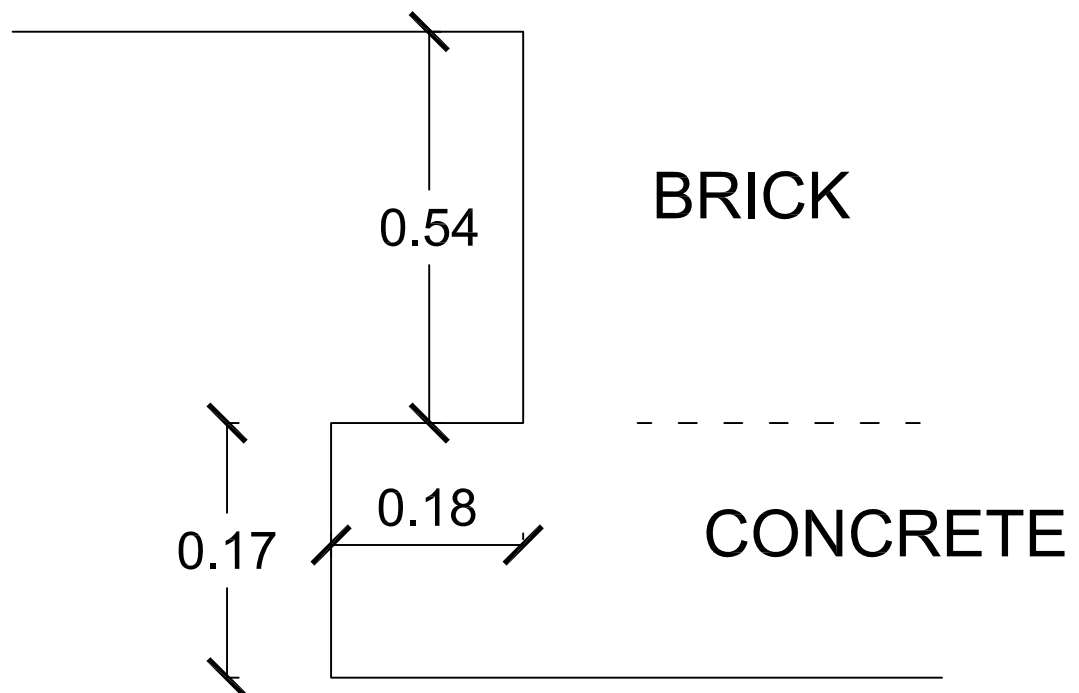
APPENDIX 2

HAND DUG TRIAL PIT LOGS, SKETCHES AND PHOTOGRAPHS

TP1 FOUNDATION DETAILS



TP2 FOUNDATION DETAILS



Unit 2 Montpelier
Business Park,
Dencora Way,
Ashford,
Kent TN23 4FG
Tel: 01233 646 237

Site: 18 The Chennells, High Halden, Kent

Title: TP 1 & TP2 Foundation Details

Project: 12528

Client: Ashford Borough Council

Date: 12.2020

Drawn: PJ



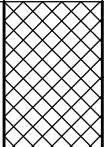
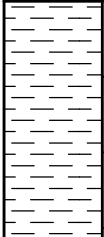
Ground and Environmental Services Limited

Unit 2 Montpelier Business Park
Dencora Way, Ashford
Kent TN23 4FG

Tel: 01233 646237

Trial Pit No. TP 1

Sheet: 1 of 1

| Equipment & Methods. Hand tools | | | | Project Name: 18 The Chennells Project Location: High Halden TN26 3NB Client: Ashford Borough Council | | Job No: 12528 | | |
|---|-----|------|--------|---|---|--|--|-------------------|
| Co-ordinates: E: N: | | | | Ground Level (m): | | Date Started:26/11/2020 Date Completed:26/11/2020 | | |
| Samples and In situ Testing | | | | Field Records | DESCRIPTION | Reduced Level (m) | Legend | Depth (Thick) (m) |
| Depth (m) | No. | Type | Result | | | | | |
| 0.72 | | D | V=69 N | | MADE GROUND : Wood chippings over topsoil composed of dark grey brown slightly gravelly sandy clay. Gravel is subangular fine to coarse flint and brick. Occasional roots to 5mm diameter | -0.20 |  | (0.20) |
| | | | | | MADE GROUND : Soft to firm brown silty clay with occasional roots to 20mm diameter and rare fine brick | | | (0.20) |
| | | | | | Firm light grey mottled orange brown silty CLAY with occasional roots to 3mm diameter | | | (0.32) |
| | | | | | | -0.72 |  | 0.72 |
| | | | | | | End of Trial Pit 0.72 m (Thickness of basal layer not proven) | | |
| Remarks: Hand dug trial pit to expose existing foundation | | | | | | Logged By: | | Checked By: |
| | | | | | | STP | | CSS |
| | | | | | | Scale: 1:10 | | Approved By: |
| | | | | | | FIG No. | | |
| Notes: For explanation of symbols and abbreviations, see Key Sheet. | | | | | | | | |

TRIAL PIT HDTP1





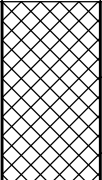

Ground and Environmental Services Limited

Unit 2 Montpelier Business Park
Dencora Way, Ashford
Kent TN23 4FG

Tel: 01233 646237

Trial Pit No. TP 2

Sheet: 1 of 1

| Equipment & Methods. Hand tools | | | | Project Name: 18 The Chennells Project Location: High Halden TN26 3NB Client: Ashford Borough Council | | Job No: 12528 | | |
|---|-----|------|--------|---|--|--|--|--------------------|
| Co-ordinates: E: N: | | | | Ground Level (m): | | Date Started:26/11/2020 Date Completed:26/11/2020 | | |
| Samples and In situ Testing | | | | Field Records | DESCRIPTION | Reduced Level (m) | Legend | Depth (Thick) (m) |
| Depth (m) | No. | Type | Result | | | | | |
| 0.71 | | D | V=74 N | | MADE GROUND : Topsoil composed of dark grey brown slightly gravelly sandy clay. Gravel is subangular fine to coarse flint and brick. Occasional roots to 10mm diameter | -0.25 |  | (0.25) |
| | | | | | MADE GROUND : Soft to firm light grey mottled brown silty clay with some half-sized brick fragments | | | (0.35) |
| | | | | | ...from 0.54 slight water seepage | | | (0.60) |
| | | | | | Soft to firm locally firm light grey mottled light brown silty CLAY with rare fine roots | | | (0.11) |
| | | | | | | -0.60 |  | 0.71 |
| | | | | | End of Trial Pit 0.71 m (Thickness of basal layer not proven) | | | |
| Remarks: Hand dug trial pit to expose existing foundation | | | | | | Logged By: STP | | Checked By: CSS |
| | | | | | | Scale: 1:10 | | Approved By: |
| Notes: For explanation of symbols and abbreviations, see Key Sheet. | | | | | | FIG No. | | |

TRIAL PIT HDTP2





APPENDIX 3
LABORATORY TEST RESULTS



Ground and Environmental Services Limited
Unit 2 Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG

www.genvs.com
E: info@genvs.com
T: 01233 646237

Client: EPS Design

Project No: 12528

Site: 18 The Chennells

Date 03/12/2020

Date Received: 26/11/2020

Date Tested: 02/12/2020

Test Results

| Location ID | Depth (m) | MC (%) | LL (%) | PL (%) | PI (%) | % passing 425 µm sieve | Classification | Sample type |
|-------------|-----------|--------|--------|--------|--------|---------------------------|----------------|-------------|
| WS 1 | 0.5 | 25 | | | | | | D |
| WS 1 | 1.0 | 22 | 63 | 22 | 41 | 98 | CH | D |
| WS 1 | 1.5 | 21 | | | | | | D |
| WS 1 | 2.0 | 20 | 62 | 27 | 35 | 98 | CH | D |
| WS 1 | 2.5 | 21 | | | | | | D |
| WS 1 | 3.0 | 18 | 56 | 24 | 32 | 98 | CH | D |
| WS 1 | 3.5 | 26 | | | | | | D |
| WS 1 | 4.0 | 22 | | | | | | D |
| WS 1 | 4.5 | 22 | | | | | | D |
| WS 1 | 5.0 | 21 | | | | | | D |
| TP 1 | FL | 26 | 56 | 24 | 32 | 98 | CH | D |
| TP 2 | FL | 27 | 57 | 25 | 32 | 98 | CH | D |

Tested by: STP

Checked by: CSS

Approved by: CSS



Ground and Environmental Services Limited
Unit 2 Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG

www.genvs.com
E: info@genvs.com
T: 01233 646237

Client: EPS Design

Project No: 12528

Site: 18 The Chennells

Date 03/12/2020

Date Received: 26/11/2020

Date Tested: 02/12/2020

Visual Descriptions

| Location ID | Depth | Description |
|-------------|-------|--|
| WS 1 | 0.5 | Light grey mottled orange brown silty CLAY |
| WS 1 | 1.0 | Light grey mottled orange brown silty CLAY |
| WS 1 | 1.5 | Brown mottled light blue grey and orange brown ilty CLAY |
| WS 1 | 2.0 | Brown and grey brown silty CLAY |
| WS 1 | 2.5 | Brown and grey brown silty CLAY |
| WS 1 | 3.0 | Brown and grey laminated silty CLAY |
| WS 1 | 3.5 | Brown mottled light grey silty CLAY |
| WS 1 | 4.0 | Brown mottled light grey silty CLAY |
| WS 1 | 4.5 | Brown laminated silty CLAY |
| WS 1 | 5.0 | Olive grey and brown silty CLAY |
| TP 1 | FL | Light grey mottled orange brown silty CLAY |
| TP 2 | FL | Light grey mottled light brown silty CLAY |

Tested by: STP

Checked by: CSS

Approved by: CSS



Ground and Environmental Services Limited
Unit 2 Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG

www.genvs.com
E: info@genvs.com
T: 01233 646237

Client: Ashford Borough Council

Project No: 12528

Site: 18 The Chennells

Date 20/01/2021

Date Received: 18/01/2021

Date Tested: 19/01/2021

Test Results

| Location ID | Depth (m) | MC (%) | LL (%) | PL (%) | PI (%) | % passing 425 µm sieve | Classification | Sample type |
|-------------|-----------|--------|--------|--------|--------|---------------------------|----------------|-------------|
| WS 2 | 0.5 | 39 | | | | | | D |
| WS 2 | 1.0 | 28 | 65 | 27 | 38 | 98 | CH | D |
| WS 2 | 1.5 | 25 | | | | | | D |
| WS 2 | 2.0 | 27 | 62 | 27 | 35 | 98 | CH | D |
| WS 2 | 2.5 | 19 | | | | | | D |
| WS 2 | 3.0 | 20 | 52 | 23 | 29 | 98 | CH | D |
| WS 2 | 3.5 | 23 | | | | | | D |
| WS 2 | 4.0 | 21 | | | | | | D |
| WS 2 | 4.5 | 20 | | | | | | D |
| WS 2 | 5.0 | 23 | | | | | | D |

Tested by: STP

Checked by: CSS

Approved by: CSS



Ground and Environmental Services Limited
Unit 2 Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG

www.genvs.com
E: info@genvs.com
T: 01233 646237

Client: Ashford Borough Council

Project No: 12528

Site: 18 The Chennells

Date 20/01/2021

Date Received: 18/01/2021

Date Tested: 19/01/2021

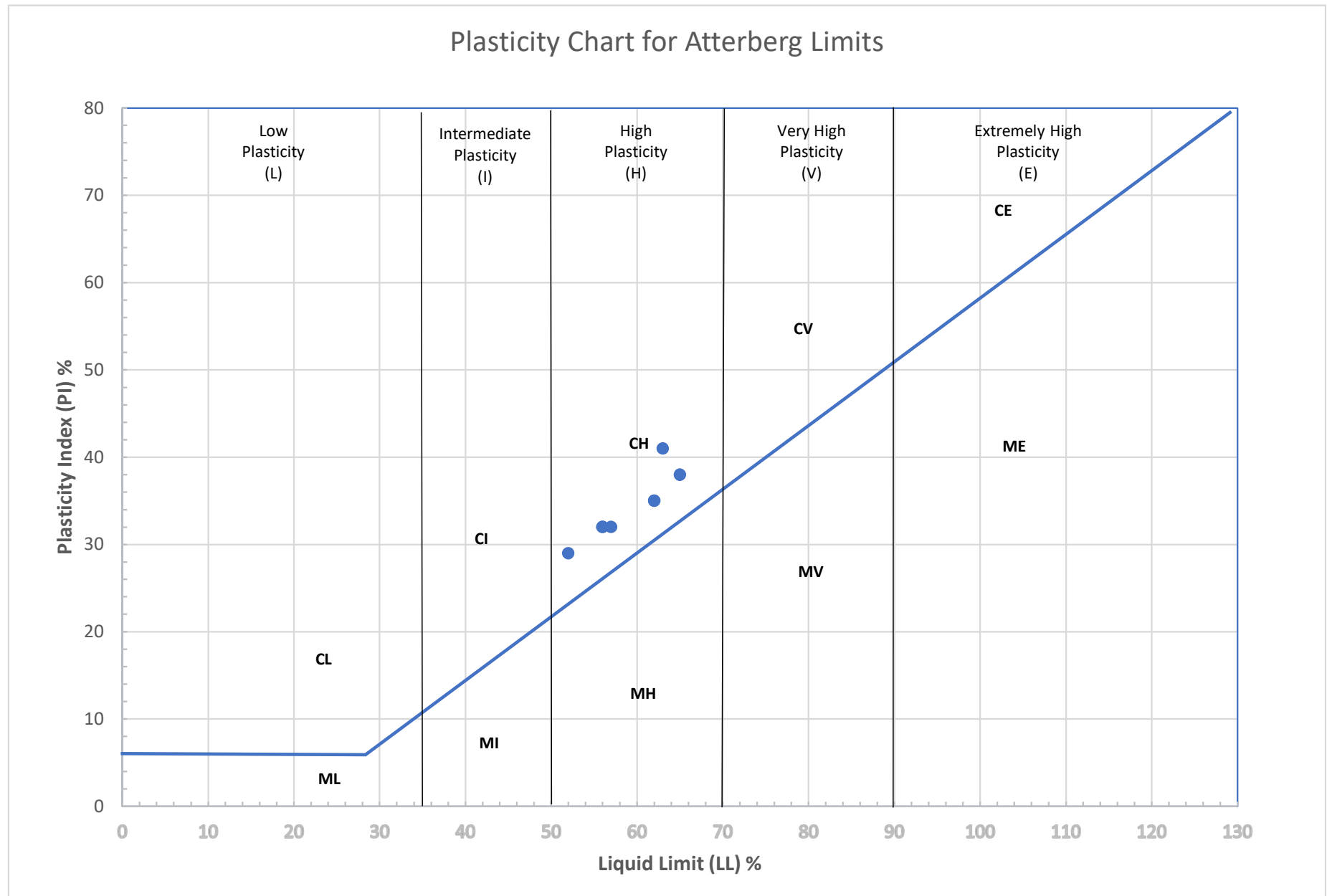
Visual Descriptions

| Location ID | Depth | Description |
|-------------|-------|---|
| WS 2 | 0.5 | Brown mottled light grey silty CLAY |
| WS 2 | 1.0 | Brown and grey brown silty CLAY |
| WS 2 | 1.5 | Brown and grey brown silty CLAY |
| WS 2 | 2.0 | Brown and grey brown silty CLAY |
| WS 2 | 2.5 | Brown and light blue grey silty CLAY with occasional mudstone |
| WS 2 | 3.0 | Grey silty CLAY |
| WS 2 | 3.5 | Grey brown very silty CLAY/clayey SILT |
| WS 2 | 4.0 | Grey brown very silty CLAY |
| WS 2 | 4.5 | Grey brown very silty CLAY |
| WS 2 | 5.0 | Grey brown very silty CLAY |

Tested by: STP

Checked by: CSS

Approved by: CSS





Craig Spanton
Ground & Environmental Services Ltd
Unit 2
Montpelier Business Park
Dencora Way
Ashford
Kent
TN23 4FG

DETS Ltd
Unit 1
Rose Lane Industrial Estate
Rose Lane
Lenham Heath
Kent
ME17 2JN
t: 01622 850410

DETS Report No: 20-14204

Site Reference: 18 The Chennells

Project / Job Ref: 12528

Order No: GES/4151.12528

Sample Receipt Date: 01/12/2020

Sample Scheduled Date: 01/12/2020

Report Issue Number: 1

Reporting Date: 07/12/2020

Authorised by:

Dave Ashworth
Technical Manager

Dates of laboratory activities for each tested analyte are available upon request.

Opinions and interpretations are outside the laboratory's scope of ISO 17025 accreditation. This certificate is issued in accordance with the accreditation requirements of the United Kingdom Accreditation Service. The results reported herein relate only to the material supplied to the laboratory. This certificate shall not be reproduced except in full, without the prior written approval of the laboratory.



DETS Ltd
Unit 1, Rose Lane Industrial Estate
Rose Lane
Lenham Heath
Maidstone
Kent ME17 2JN
Tel : 01622 850410



| Soil Analysis Certificate | | | | | | |
|-------------------------------------|-----------------|---------------|---------------|---------------|--|--|
| DETS Report No: 20-14204 | Date Sampled | 26/11/20 | 26/11/20 | 26/11/20 | | |
| Ground & Environmental Services Ltd | Time Sampled | None Supplied | None Supplied | None Supplied | | |
| Site Reference: 18 The Chennells | TP / BH No | WS 1 | WS 1 | WS 1 | | |
| Project / Job Ref: 12528 | Additional Refs | None Supplied | None Supplied | None Supplied | | |
| Order No: GES/4151.12528 | Depth (m) | 1.00 | 1.50 | 2.00 | | |
| Reporting Date: 07/12/2020 | DETS Sample No | 514105 | 514106 | 514107 | | |

| Determinand | Unit | RL | Accreditation | | | |
|---------------------------------------|----------|--------|---------------|------|------|------|
| pH | pH Units | N/a | MCERTS | 8.2 | 8.0 | 8.2 |
| W/S Sulphate as SO ₄ (2:1) | mg/l | < 10 | MCERTS | 34 | 304 | 290 |
| W/S Sulphate as SO ₄ (2:1) | g/l | < 0.01 | MCERTS | 0.03 | 0.30 | 0.29 |

Analytical results are expressed on a dry weight basis where samples are assisted-dried at less than 30°C. The Samples Descriptions page describes if the test is performed on the dried or as-received portion
Subcontracted analysis (S)



DETS Ltd
Unit 1, Rose Lane Industrial Estate
Rose Lane
Lenham Heath
Maidstone
Kent ME17 2JN
Tel : 01622 850410



Soil Analysis Certificate - Sample Descriptions

| | |
|--|--|
| DETS Report No: 20-14204 | |
| Ground & Environmental Services Ltd | |
| Site Reference: 18 The Chennells | |
| Project / Job Ref: 12528 | |
| Order No: GES/4151.12528 | |
| Reporting Date: 07/12/2020 | |

| DETS Sample No | TP / BH No | Additional Refs | Depth (m) | Moisture Content (%) | Sample Matrix Description |
|----------------|------------|-----------------|-----------|----------------------|---------------------------|
| 514105 | WS 1 | None Supplied | 1.00 | 15.9 | Orange clay |
| 514106 | WS 1 | None Supplied | 1.50 | 13.6 | Light brown sandy clay |
| 514107 | WS 1 | None Supplied | 2.00 | 12.5 | Brown sandy clay |

Moisture content is part of procedure E003 & is not an accredited test

Insufficient Sample ^{U/S}

Unsuitable Sample ^{U/S}



DETS Ltd
Unit 1, Rose Lane Industrial Estate
Rose Lane
Lenham Heath
Maidstone
Kent ME17 2JN
Tel : 01622 850410



Soil Analysis Certificate - Methodology & Miscellaneous Information

DETS Report No: 20-14204

Ground & Environmental Services Ltd

Site Reference: 18 The Chennells

Project / Job Ref: 12528

Order No: GES/4151.12528

Reporting Date: 07/12/2020

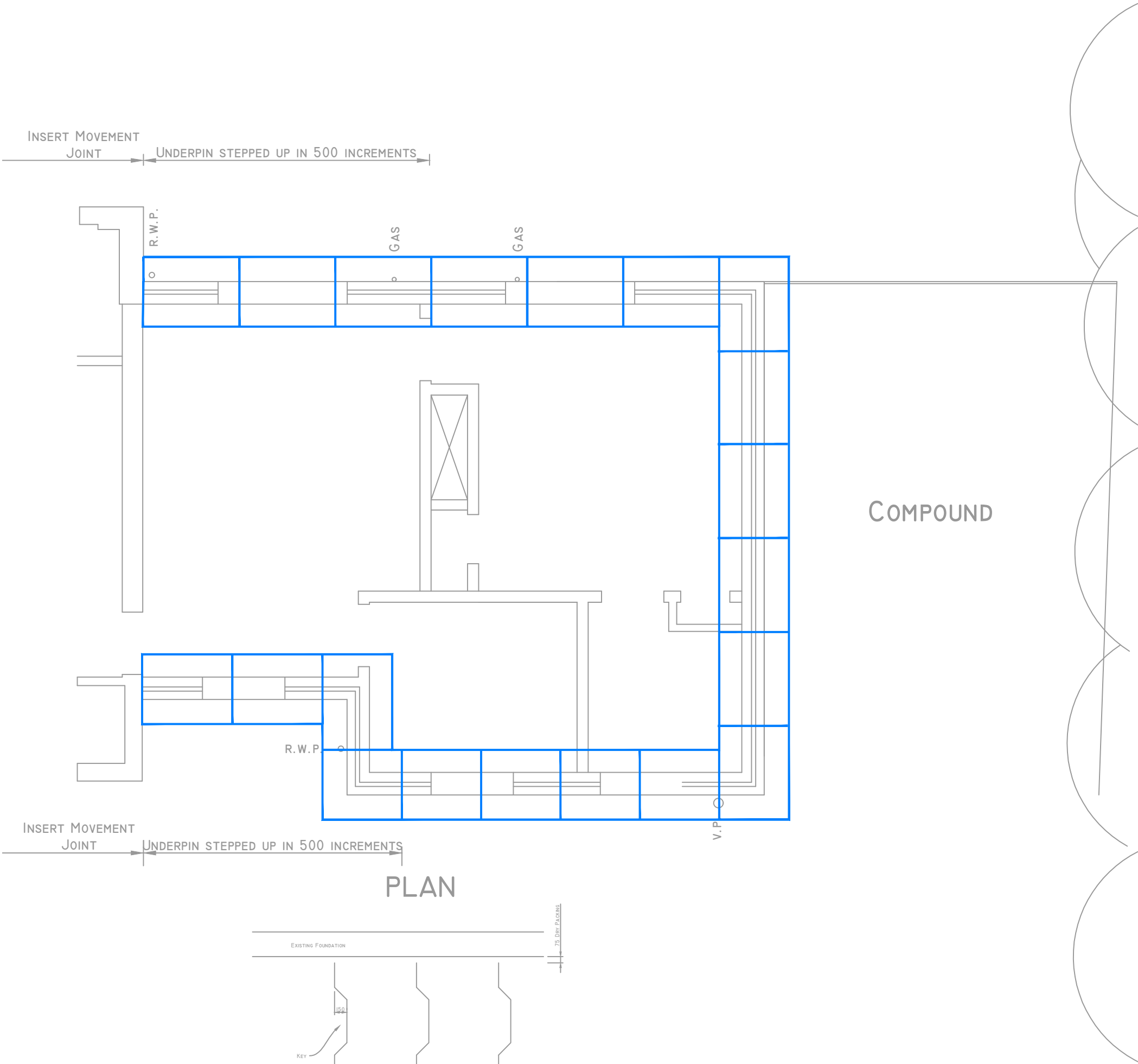
| Matrix | Analysed On | Determinand | Brief Method Description | Method No |
|--------|-------------|---|--|-----------|
| Soil | D | Boron - Water Soluble | Determination of water soluble boron in soil by 2:1 hot water extract followed by ICP-OES | E012 |
| Soil | AR | BTEX | Determination of BTEX by headspace GC-MS | E001 |
| Soil | D | Cations | Determination of cations in soil by aqua-regia digestion followed by ICP-OES | E002 |
| Soil | D | Chloride - Water Soluble (2:1) | Determination of chloride by extraction with water & analysed by ion chromatography | E009 |
| Soil | AR | Chromium - Hexavalent | Determination of hexavalent chromium in soil by extraction in water then by acidification, addition of 1,5 diphenylcarbazine followed by colorimetry | E016 |
| Soil | AR | Cyanide - Complex | Determination of complex cyanide by distillation followed by colorimetry | E015 |
| Soil | AR | Cyanide - Free | Determination of free cyanide by distillation followed by colorimetry | E015 |
| Soil | AR | Cyanide - Total | Determination of total cyanide by distillation followed by colorimetry | E015 |
| Soil | D | Cyclohexane Extractable Matter (CEM) | Gravimetrically determined through extraction with cyclohexane | E011 |
| Soil | AR | Diesel Range Organics (C10 - C24) | Determination of hexane/acetone extractable hydrocarbons by GC-FID | E004 |
| Soil | AR | Electrical Conductivity | Determination of electrical conductivity by addition of saturated calcium sulphate followed by electrometric measurement | E022 |
| Soil | AR | Electrical Conductivity | Determination of electrical conductivity by addition of water followed by electrometric measurement | E023 |
| Soil | D | Elemental Sulphur | Determination of elemental sulphur by solvent extraction followed by GC-MS | E020 |
| Soil | AR | EPH (C10 - C40) | Determination of acetone/hexane extractable hydrocarbons by GC-FID | E004 |
| Soil | AR | EPH Product ID | Determination of acetone/hexane extractable hydrocarbons by GC-FID | E004 |
| Soil | AR | EPH TEXAS (C6-C8, C8-C10, C10-C12, C12-C16, C16-C21, C21-C40) | Determination of acetone/hexane extractable hydrocarbons by GC-FID for C8 to C40. C6 to C8 by headspace GC-MS | E004 |
| Soil | D | Fluoride - Water Soluble | Determination of Fluoride by extraction with water & analysed by ion chromatography | E009 |
| Soil | D | FOC (Fraction Organic Carbon) | Determination of fraction of organic carbon by oxidising with potassium dichromate followed by titration with iron (II) sulphate | E010 |
| Soil | D | Loss on Ignition @ 450°C | Determination of loss on ignition in soil by gravimetrically with the sample being ignited in a muffle furnace | E019 |
| Soil | D | Magnesium - Water Soluble | Determination of water soluble magnesium by extraction with water followed by ICP-OES | E025 |
| Soil | D | Metals | Determination of metals by aqua-regia digestion followed by ICP-OES | E002 |
| Soil | AR | Mineral Oil (C10 - C40) | Determination of hexane/acetone extractable hydrocarbons by GC-FID fractionating with SPE cartridge | E004 |
| Soil | AR | Moisture Content | Moisture content; determined gravimetrically | E003 |
| Soil | D | Nitrate - Water Soluble (2:1) | Determination of nitrate by extraction with water & analysed by ion chromatography | E009 |
| Soil | D | Organic Matter | Determination of organic matter by oxidising with potassium dichromate followed by titration with iron (II) sulphate | E010 |
| Soil | AR | PAH - Speciated (EPA 16) | Determination of PAH compounds by extraction in acetone and hexane followed by GC-MS with the use of surrogate and internal standards | E005 |
| Soil | AR | PCB - 7 Congeners | Determination of PCB by extraction with acetone and hexane followed by GC-MS | E008 |
| Soil | D | Petroleum Ether Extract (PEE) | Gravimetrically determined through extraction with petroleum ether | E011 |
| Soil | AR | pH | Determination of pH by addition of water followed by electrometric measurement | E007 |
| Soil | AR | Phenols - Total (monohydric) | Determination of phenols by distillation followed by colorimetry | E021 |
| Soil | D | Phosphate - Water Soluble (2:1) | Determination of phosphate by extraction with water & analysed by ion chromatography | E009 |
| Soil | D | Sulphate (as SO ₄) - Total | Determination of total sulphate by extraction with 10% HCl followed by ICP-OES | E013 |
| Soil | D | Sulphate (as SO ₄) - Water Soluble (2:1) | Determination of sulphate by extraction with water & analysed by ion chromatography | E009 |
| Soil | D | Sulphate (as SO ₄) - Water Soluble (2:1) | Determination of water soluble sulphate by extraction with water followed by ICP-OES | E014 |
| Soil | AR | Sulphide | Determination of sulphide by distillation followed by colorimetry | E018 |
| Soil | D | Sulphur - Total | Determination of total sulphur by extraction with aqua-regia followed by ICP-OES | E024 |
| Soil | AR | SVOC | Determination of semi-volatile organic compounds by extraction in acetone and hexane followed by GC-MS | E006 |
| Soil | AR | Thiocyanate (as SCN) | Determination of thiocyanate by extraction in caustic soda followed by acidification followed by addition of ferric nitrate followed by colorimetry | E017 |
| Soil | D | Toluene Extractable Matter (TEM) | Gravimetrically determined through extraction with toluene | E011 |
| Soil | D | Total Organic Carbon (TOC) | Determination of organic matter by oxidising with potassium dichromate followed by titration with iron (II) sulphate | E010 |
| Soil | AR | TPH CWG (ali: C5- C6, C6-C8, C8-C10, C10-C12, C12-C16, C16-C21, C21-C34, aro: C5-C7, C7-C8, C8-C10, C10-C12, C12-C16, C16-C21, C21-C35) | Determination of hexane/acetone extractable hydrocarbons by GC-FID fractionating with SPE cartridge for C8 to C35. C5 to C8 by headspace GC-MS | E004 |
| Soil | AR | TPH LQM (ali: C5-C6, C6-C8, C8-C10, C10-C12, C12-C16, C16-C35, C35-C44, aro: C5-C7, C7-C8, C8-C10, C10-C12, C12-C16, C16-C21, C21-C35, C35-C44) | Determination of hexane/acetone extractable hydrocarbons by GC-FID fractionating with SPE cartridge for C8 to C44. C5 to C8 by headspace GC-MS | E004 |
| Soil | AR | VOCs | Determination of volatile organic compounds by headspace GC-MS | E001 |
| Soil | AR | VPH (C6-C8 & C8-C10) | Determination of hydrocarbons C6-C8 by headspace GC-MS & C8-C10 by GC-FID | E001 |

D Dried
AR As Received

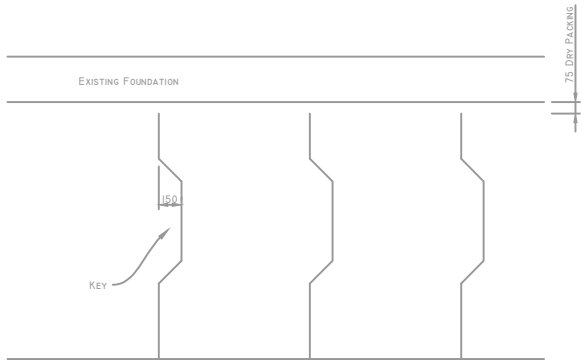
NOTES

- 1. SCHEMATIC STRUCTURAL ARRANGEMENT ONLY. DO NOT SCALE. USE FIGURED DIMENSIONS ONLY. LOCATIONS SHOWN ARE INDICATIVE ONLY.
- 2. FOR FULL CONSTRUCTION DETAILS AND REQUIREMENTS REFER TO THE SPECIFICATION.

LEGEND



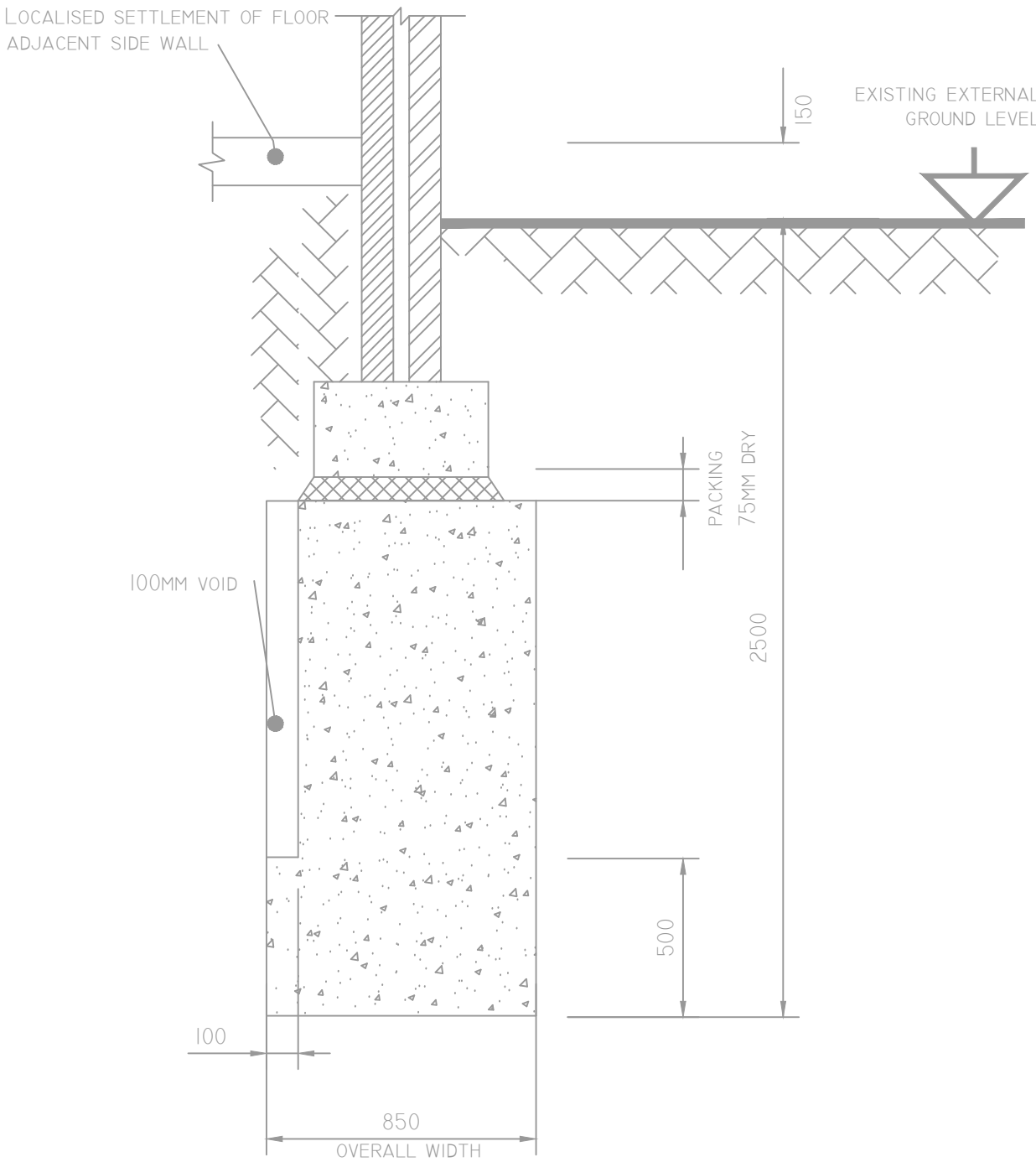
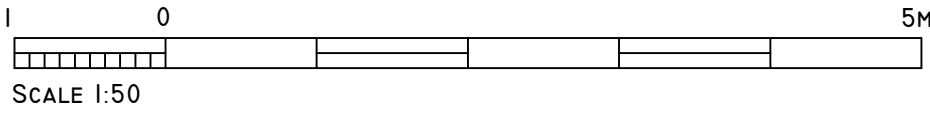
PLAN



ELEVATION

UNDERPINNING LAYOUT

1 : 50



TYPICAL SECTION

1 : 20

Project

**18 THE CHENNELLS,
HIGH HALDEN TN26 3NB
UNDERPINNING**

Drawing

UNDERPINNING DETAILS

Client

ASHFORD BOROUGH COUNCIL

EPS Design Ltd, www.epsdesign.co.uk
Engineering, Projects & Surveying
E: contact@epsdesign.co.uk T: 01233 224986

| | | | |
|--------------------|-------------|---------------------|--|
| Scale: AS SHOWN | | PRINT DRAWING AT A2 | |
| Drawn: SAL | Checked: GP | Date: FEBRUARY 2021 | |
| Drawing No: F298-I | | Rev: - | |

**STRUC/21/2: Mass Concrete Underpinning – 2-5 and 6-9
Askes Court and 18 The Chennells in the Borough of
Ashford, Kent**

Pre-Construction Information

Pre-Construction Information

**STRUC/21/2: Mass Concrete Underpinning – 2-5 and 6-9 Askes Court
and 18 The Chennells in the Borough of Ashford, Kent**

Prepared In Accordance With The Construction (Design And Management)
Regulations 2015

Contents

1.0 Introduction

2.0 General

- 2.1 Name and address of the Client & Project Manager
- 2.2 Name and address of the Principal Designer
- 2.2 Name and address of closest Accident and Emergency Department
- 2.3 Name and address of nearest Health and Safety Executive Office (HSE)
- 2.4 Scope of the works and programme details
- 2.5 Existing records, plans and Health and Safety Files
- 2.6 Communications

3.0 Site Conditions And Existing On-Site Risks

- 3.1 General
- 3.2 Topography and ground Conditions
- 3.3 Site access and egress points
- 3.4 Site Uses
- 3.5 Adjacent Land Uses
- 3.6 Traffic
- 3.7 Existing services

4.0 Significant Design And Construction Hazards

- 4.1 Arrangements for co-ordination of ongoing design work and handling of design changes
- 4.2 Significant risks identified during design
- 4.3 Materials requiring particular precautions

5.0 Health And Safety

- 5.1 General
- 5.2 Personal protective equipment
- 5.3 Safety audits
- 5.4 Safety goals for the Project and arrangements for monitoring and review

6.0 Site Layout And Management

- 6.1 Site restrictions
- 6.2 Location of storage areas and unloading arrangements
- 6.3 Fire prevention
- 6.4 Communication and training

7.0 The Health And Safety File

1.0 INTRODUCTION

This Pre-construction Information has been prepared by the Principal Designer in accordance with the guidelines of The Construction (Design and Management) Regulations 2015, hereafter called the CDM Regs. It has been produced specifically for the underpinning of flats 2, 3 & 6 Askes Court, Singleton TN23 5UU.

The Pre-construction Information must be developed by the Principal Contractor prior to the commencement of work on site, in sufficient detail to allow commencement of the works. This shall include the Principal Contractor's proposals for provision of adequate welfare facilities. The Principal Designer shall advise the Client on the adequacy of the document for this purpose.

A copy of the Pre-construction Information is to be held by the Principal Contractor, Principal Designer and the Client who shall be jointly responsible for ensuring that all staff under their guidance are aware of its existence. Any modifications or amendments to the document must be notified to the Principal Designer as soon as possible. Each new issue shall be provided to all interested parties. Superseded issues should be destroyed.

The Contractor shall be appointed as the single Principal Contractor for the works and shall be responsible for his duties under the CDM Regs. The Principal Contractor shall be responsible for updating and reviewing the Pre-construction Information and producing the Construction Phase Plan. Once the Contract has commenced the Principal Contractor is responsible for communicating updates to the Principal Designer and Client.

The Pre-construction Information should be read in conjunction with the contract data and in the event of any discrepancy between the information upon which the Pre-construction Information is based and that contained within the contract data, the latter shall take precedence. Any discrepancies found shall be reported in writing to the Principal Designer.

2.0 General

2.1 Name and address of the Client and Project Manager

Ashford Borough Council
Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL
Sharon Williamns
01233 330348
Sharon.williams@ashford.gov.uk

2.2 Name and address of the Principal Designer

EPS Design Limited
Unit 26 Park Barn, Evegate Business Park, Station Road, Smeeth, Ashford, Kent,
TN25 6SX
Steve Lanaway
01233 224986
steve@epsdesign.co.uk

2.3 Name and address of Closest Accident and Emergency Department

William Harvey Hospital
Kennington Road, Ashford, Kent, TN24 0LZ
01233 633331

2.4 Address of nearest Health and Safety Executive Office (HSE)

International House, Dover Place, Ashford, KENT TN23 1HU
01233 653900

2.5 Scope of the works and Programme Details

The *works* are for all permanent and temporary works in connection with the partial underpinning of a two storey block of flats at two sites.

The provisional commencement date on site on is November 2021 and it is estimated that it will take approximately 10 weeks to complete.

The minimum time allowed between appointment of the Principal Contractor and commencement on site will be 2 weeks.

2.6 Existing records, plans and Health and Safety Files

All relevant information is included within the specification documents. There are no known Health and Safety Files or historic documents relating to the works.

2.7 Communications

Lines of communication and contact telephone numbers will be provided by the Client and Contractor, together with other relevant contact information before work commences on site.

Out of hours contact details will be supplied to Ashford Borough Council in case of emergencies.

3.0 Site Conditions And Existing On-Site Risks

3.1 General

See drawings 'Askes Court Drawing 1', 'Askes Court Drawing 2' and '18 The Chennells Drawing 1' -1 for site and location plans of the works.

3.2 Topography and ground conditions

The area where it is proposed to construct the underpinning is Askes Court and the Chennells.

Maps published by the British Geological Survey indicate that the bedrock geology is the Weald Clay Formation - Mudstone which is likely to be shrinkable
Ground investigation had been carried out and attached as an addendum

3.3 Site access and egress points

Vehicular access to the site is gained off Hoxton and The Chennells

The access road provides a means of access for residents within the estate.

3.4 Site Uses

Residential housing.

3.5 Adjacent Land Uses

Residential area.

3.6 Traffic

Provision of access is to remain unhindered throughout the duration of the works.

The Principal Contractor should submit a traffic and pedestrian management plan within the Construction Phase Plan.

3.7 Existing services

No details of existing services are available.

It is the Principal Contractor's responsibility to verify the presence and location of existing services shown, and to ensure that proper procedures are adopted to prevent accidental damage to or disruption of services whilst works are being undertaken. Hand dug trial holes should be excavated to establish exact positions of services.

4.0 Significant Design And Construction Hazards

4.1 Arrangements for co-ordination of ongoing design work and handling of design changes

Where alterations to the contract data impact upon the Construction Phase Plan, the Principal Designer shall be notified.

4.2 Significant risks identified during design

Risks identified and brought to the attention of the Principal Contractor are as follows:

- i. Access and egress to and from the site
- ii. Management of the public interface
- iii. Deep excavations
- iv. Movement of plant within the site

The Principal contractor shall produce, as a minimum, risk assessments and method statements for the above with appropriate control measures. These assessments are to form part of the Construction Phase Plan.

4.3 Materials requiring particular precautions

Within the works the following table of materials and substances has been identified as being hazardous to health. This may not be a complete list of materials and the Principal Contractor shall further review the design details, materials and documents and add to the list as required.

| Material | Hazards |
|--|----------------|
| Mineral oils in plant and fuel for plant | Carcinogen |

During the construction phase, the Principal Contractor shall prepare procedures for identifying all materials to be used in the construction of the permanent or temporary works that may be hazardous to health. Procedures must be developed to meet the requirements of the COSHH Regulations.

5.0 Health And Safety

5.1 General

Health and safety on site shall be implemented in accordance with all statutory requirements, regulations and codes of practice arising from the Health and Safety at Work Act 1974 and the Construction (Health, Safety and Welfare) Regulations 1996. Where Client or Principal Contractor procedures exceed the minimum statutory requirement, then these shall be implemented.

The works are to be undertaken in an area which is readily accessible to members of the public. Special consideration should be given to the signing of construction related hazards on or adjacent to the site and the physical segregation of any work areas from the public.

The Principal Contractor shall nominate a competent person to be responsible for all matters pertaining to health and safety on the site.

5.2 Personal Protective Equipment

Personal Protective Equipment shall be provided for all vulnerable parts of the body. This may include, but not be limited to:

- High vis tabards/jackets
- Hard hat
- Overalls
- Safety boots
- Gloves
- Ear defenders
- Safety goggles

5.3 Safety Audits

Access to any part of the site shall be afforded to the Client at any time provided the request is considered reasonable. The Client's Health and Safety Officer may at any time visit the site to carry out a health and safety audit, the results of which shall be passed to the Principal Contractor for his observations.

Safety inspections and safety audits are to be carried out regularly by both Client and Principal Contractor and the information reported at site progress meetings.

5.4 Safety goals for the project and arrangements for monitoring and review

The Client is committed to ensuring that all construction work carried out on its behalf is done so without risk to the health and safety of its employees and others. The principal goal in terms of health and safety is to keep the number of accidents and near misses to zero. There shall be a policy of communicating risks and dangers to the workforce at all stages of the works by feeding back information from site meetings through toolbox talks.

- Safety inspections and safety audits are to be carried out regularly by both Client and Principal Contractor and the information reported at site progress meetings.
- The Principal Contractor shall provide safety inductions for all staff and visitors before they enter the site.
- The safety of the general public during any work outside of normal working hours should be given careful consideration.

The Principal Contractor shall make every effort to achieve these goals.

6.0 Site Layout And Management

6.1 Site Restrictions

Hoarding requirements

The works area is to be fenced from the general public using temporary site fencing, i.e. Heras fencing, at all times.

Vehicle access restrictions

See section 3 regarding vehicle access

Smoking restrictions

There should be no smoking in any vehicles on site or within the site buildings/offices/welfare facilities.

6.2 Location of Storage Areas and Unloading Arrangements

Agreement is to be reached between the Principal Contractor and Client on specific areas to be used for storage and unloading.

No area is to be used for any reason under any circumstance without permission in advance from the Client.

After approval by the client, any waste materials are to be removed to a licensed tip.

6.3 Fire Prevention

Any hazardous/flammable substances/materials shall be brought to the attention of the Client. An emergency action plan shall be included in the Construction Phase Plan.

The Principal Contractor is to provide portable fire extinguishing equipment suitable for the scale and type of work and operations being carried out.

6.4 Communication and Training

The Site Manager shall be responsible for:

- directing the operations of the Principal Contractor and Sub-Contractors
- conveying site rules (via meetings or verbal instructions)
- health and safety monitoring
- coordinating responses to emergencies

Any variations that affect the health and safety of any persons shall be made known to the Principal Designer who will advise on the need to revise the Construction Phase Plan in part or complete. Recommendations or failings in the Principal Contractors approach to health and safety shall be addressed through meetings with safety representatives.

Induction training shall be given to all operatives with regard to their duties and responsibilities whilst on the Client's land. The induction shall include specific information about the hazards associated with the site, welfare, the Construction Phase Plan, restricted areas and the health and safety rules applicable to the site. Toolbox talks shall be conducted to provide specific awareness training to all personnel.

The Principal Contractor shall nominate a competent person to be responsible for all matters that relate to health and safety on the site

7.0 The Health And Safety File

Contractors, including the Principal Contractor shall, under the terms of CDM Regulations provide the Client with all information required for the Health and Safety File.

Information shall include:

- (i) The last issue of the Pre-Construction Information
- (ii) Method Statements
- (iii) A brief description of the work carried out
- (iv) Residual hazards and how they were dealt with
- (v) Contact details of suppliers and subcontractors
- (vi) Any hazards associated with the materials used
- (vii) Information on services encountered and any accommodation works carried out as a result
- (viii) As built information
- (ix) Any other information arising from the contract that will be of assistance in the future operation, maintenance and possible demolition of the car park

**STRUC/21/2: Mass Concrete Underpinning – 2-5 and 6-9
Askes Court and 18 The Chennells in the Borough of
Ashford, Kent**

Tender Evaluation Criteria

Tender Evaluation Criteria

The tenders will be evaluated using the following weightings;

Price: 60%

Quality: 40%

Price

60 points will be allocated to the lowest tender and then other tenders will be evaluated as a percentage of the lowest price. This is then converted to a point score to reflect that this area carried 60% of the total score. An example of this procedure is shown in the following example;

| Tender | Price £ | Calculation | Convert to 60% | Points |
|---------------|----------------|------------------------------------|-----------------------------|---------------|
| 1 | 500 | $(425 \div 500) \times 100 = 85$ | $(60 \times 85) \div 100$ | 51 |
| 2 | 622 | $(425 \div 622) \times 100 = 68.3$ | $(60 \times 68.3) \div 100$ | 40.98 |
| 3 | 425 | | | 60 |
| 4 | 440 | $(425 \div 440) \times 100 = 96.5$ | $(60 \times 96.5) \div 100$ | 57.90 |
| 5 | 625 | $(425 \div 625) \times 100 = 68$ | $(60 \times 68) \div 100$ | 40.80 |

Quality

This section will be evaluated using the following criteria and the tenderer is required to provide a response to each of the criteria (listed 1 – 4) below and points will be allocated for each section. Responses to each question should be limited to one page of A4, minimum size 10 font for each item. Any responses that are of a longer length will not be evaluated after the first page of A4. The tender with the highest point score will be used as the base line to calculate the relative scores for the other tenderers. This is then converted to a point score to reflect that this area carries 40% of the total score.

1. Please give details of direct experience of underpinning work your company has had within the last three years. 30%
2. How can you demonstrate that your company has the resources to carry out and complete the works in the allotted time scale? 5%
3. How is your company proactive in minimising disturbance, arising from the work? 5%

The tenderer will be required to submit a response to the Quality section on a sheet of A4 (10 font).

| Tender | Quality score | Calculation | Convert to 40% | Points |
|---------------|----------------------|--------------------------------|---------------------------|---------------|
| 1 | 2 | $(2 \div 20) \times 100 = 10$ | $(40 \times 10) \div 100$ | 4 |
| 2 | 3 | $(3 \div 20) \times 100 = 15$ | $(40 \times 15) \div 100$ | 6 |
| 3 | 7 | $(7 \div 20) \times 100 = 35$ | $(40 \times 35) \div 100$ | 14 |
| 4 | 10 | $(10 \div 20) \times 100 = 50$ | $(40 \times 50) \div 100$ | 20 |
| 5 | 20 | | | 40 |

The winning tender is the one which scores the greatest overall mark once Price and Quality have been combined The results from the above examples would be as follows:

| Tender | Points awarded for Price | Points awarded for Quality | Points Total | |
|---------------|---------------------------------|-----------------------------------|---------------------|-----------------------|
| 1 | 51 | 4 | 55 | |
| 2 | 40.98 | 6 | 46.98 | |
| 3 | 60 | 14 | 74 | |
| 4 | 57.90 | 20 | 77.90 | |
| 5 | 40.80 | 40 | 80.80 | Winning Bidder |

| Score for Assessed Questions | Judgement |
|-------------------------------------|---|
| 0 | Statement is unsuitable and / or suggests unacceptable risk |
| 2 | Statement fails to meet requirements in a significant way |
| 4 | Statement fails to meet requirements in some way |
| 6 | Statement meets all the requirements ("par") |
| 8 | Statement exceeds requirements and adds some value |
| 10 | Statement exceeds requirements and adds significant value |

**STRUC/21/2: Mass Concrete Underpinning – 2-5 and 6-9
Askes Court and 18 The Chennells in the Borough of
Ashford, Kent**

Contractors Performance Appraisal

CONTRACTORS PERFORMANCE APPRAISAL

Surveyor's
Initials

Contract Description and Location:

Contract Number:

Contractor:

A CONTRACT PREPARATION (Scale 0 – 5)

1. Information to allow preparation of Contract

B SIGNING OF CONTRACT

2. Signing and returning of documents

(Scale 0 – 5)

3. Agreement of start date

(Scale 0 – 6)

4. Submission and agreement of programme

(Scale 0 – 6)

C PERFORMANCE OF WORK (Scale 0 – 9)

Description

5. Compliance with C.D.M. Regulations, etc.

6. Tenant liaison

7. Response to instructions

8. Cleanliness of site

9. Standard of workmanship

10. Supervision of Contract

11. Progress in relation to programme

WEEK NO.

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Average |
|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|---------|
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

D VALUATIONS (Scale 0 – 5)

Description

12. Accuracy of claims

13. Prompt submission of invoices

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Average |
|--|---|---|---|---|---|---|---|---|---|---------|
| | | | | | | | | | | |

E FINAL ACCOUNT (Scale 0 – 5)

14. Provision of info. to allow production of F/AC

15. Value of Completed Work

 £

16. Production of Health & Safety File (if appropr)

F SUMMARY

Q1 Q2 Q3 Q4 Q5 Q6 Q7 Q8

Note: to be completed at
Practical Completion stage

Q9 Q10 Q11 Q12 Q13 Q14 TOTAL

Continuation Sheet

C PERFORMANCE OF WORK (Scale 0 – 9)

Description

- 5. Compliance with C.D.M. Regulations, etc.
- 6. Tenant liaison
- 7. Response to instructions
- 8. Cleanliness of site
- 9. Standard of workmanship
- 10. Supervision of Contract
- 11. Progress in relation to programme

| WEEK NO. | | | | | | | | | | | | | | | | Average |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---------|
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

D VALUATIONS (Scale 0 – 5)

Description

- 12. Accuracy of claims

| PAYMENT NUMBER | | | | | | | | | Average |
|----------------|----|----|----|----|----|----|----|----|---------|
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| | | | | | | | | | |

WEEKLY MEETINGS

Date

Surveyor Signature

Contractor Signature

| | | |
|-------|-------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**STRUC/21/2: Mass Concrete Underpinning – 2-5 and 6-9
Askes Court and 18 The Chennells in the Borough of
Ashford, Kent**

Access to Premises Protocol

ACCESS TO PREMISES PROTOCOL

1. Access by appointment is always preferable.
2. Access by appointment is essential if it has been requested by the tenant.
3. Generally 24 hours notice is required although this may be waived by mutual agreement between contractor and tenant.
4. Works within a dwelling should preferably be undertaken with the tenant or their nominated representative present. Nominated representatives can not be persons under the age of 16 years (minors) and contractors should not undertake works inside a dwelling if a minor is present and not accompanied by an adult.
5. Works to the exterior of a dwelling or within its curtilage are only to be undertaken if an appointment has been made or someone in the property has been made aware of the contractors presence and permission to proceed is given. The only exceptions are as follows;
 - Works that are highly unlikely to cause any intrusion or are of an urgent nature,
 - Works in open plan gardens to fences, drains and the like.
6. In all circumstances the contractor should always make (or attempt to make) their presence known to any occupants.
7. Works to the building are not to be undertaken if there is 'no answer at the door' especially if the works involve the use of ladders against an elevation of the building with windows and/or noisy operations.
8. Enclosed gardens with locked or secured gates are not to be entered unless permission has been granted by the tenant (does not apply to emergencies).

Note:

- a) *Some of the reasoning behind this protocol was based on privacy and the chance of intrusion if contractors put themselves in a position where they can catch an occupant unaware should they have been unwilling or unable to answer a call at the front door.*
- b) *This protocol needs to be exercised with common sense and is not intended to prevent works being undertaken that are highly unlikely to cause any intrusion or are of an urgent nature i.e. works that need to do done to prevent obvious and imminent damage to property or injury to health.*
- c) *The protocol is intended to balance the rights of the tenants to privacy, the contractors' interests and the safety of their employees and the need to undertake repairs.*