

**Invitation to Tender**

**for**

**Vinyl Flooring Renewal**

**2021-2024**

**DN514264**

**Section B**

**{Insert Company name here}**

SECTION B – SCHEDULES

Please see the following documents for the full scope of the specification of this contract:

B1 Schedule One – Schedule of Works and Specification

B2 Schedule Two – Contract Preliminaries

B3 Schedule Three – Contractors Code of Conduct

B4 Schedule Four – Pre Construction Health & Safety Information

B1 SCHEDULE of works and SPECIFICATION

The Contractor shall include in his tender for everything necessary to complete the works within the time and reasonable intention of this specification. The contractor will be responsible for the design.

1.1 The Contractor is to provide a programme of work/projected time table with his tender return relating to an individual property for both a bathroom and a kitchen.

The response times that are **“of the essence”** of this contract from initial notification to completion are as follows.

**Responsive Repair Works – Three days notification from MDDC, with works taking place and completing on a Thursday**

**Disabled Facilities Works to bathrooms – Four working days notification from MDDC, works to be carried out and completed on a Friday and/or Saturdays**

**Void Works - Three days notification from MDDC, with works taking place and completing on a Thursday, or Friday before 12.00 midday**

**Failure to meet these timescales will be a fundamental breach of this contract.**

1.2 Property List : There is no property list although it is anticipated that the following indicative numbers of floors will be required 200 Kitchens and 90 Bathrooms.

**The works include removal of the complete existing flooring, preparation and provision of new flooring to both kitchens and bathrooms to Council owned properties as well as a small number of private homes. Within bathrooms, contractors will have to remove and reinstate the white goods to allow the flooring to run under them, before replacing them after the flooring has been laid.**

Tenderers may offer alternative materials to those specified which are in strict accordance with the current relevant BS requirements and the cost of the alternative shown as a separate item outside the submitted tender figure

1.3 Samples of proposed materials to be provided by the successful tenderer for MDDC approval and colours agreed prior to ordering materials.

1.4 MDDC will provide initial notification in writing to tenants and owners in advance of the works. Tenants will be asked to remove any possessions or stored items from within the room. Prior to works commencing, the Contractor will be provided with tenant contact details and is expected to liaise with the tenants (and owners where relevant) in writing (and in person where possible) to confirm the timing and any relevant information regarding the work stages. Good communication throughout is essential and is the Contractor’s responsibility. A minimum of 48 hours’ notice is required for tenant appointments or commencement. Missed or late appointments must be managed effectively by the Contractor and in line with the Council’s expectation of the completion time for the works.

1.5 Pre-start inspections. Prior to commencing works, the Contractor is to check the areas and advise MDDC of any factors likely to affect the execution of the works; presence of concealed wiring, cabling or pipework, gas flues, birds, bats, bees, tenant’s possessions, redundant water tanks, , previously unidentified asbestos containing items.

1.6 Works are not to be commenced if tenant’s possessions are present in the room. It is the Tenant’s responsibility to remove them. The Contractor should notify MDDC of its findings during the pre-start inspections.

1.7 The contractor is to take a digital photographic record of works prior to commencement, during, and on completion.

1.8 The asbestos register contains information on all known asbestos within MDDC homes. The contractor’s operatives are to have had training on asbestos awareness and task training as a minimum requirement for this contract. Where any previously unknown suspected ACM’s are discovered that could be disturbed, the contract administrator is to be informed as soon as possible. When this occurs, the Contract Administrator will arrange for a HSG264 asbestos survey to be carried out of these materials.

Vinyl Flooring Specification

4 June 2021

* **21 VINYL SHEET FOR KITCHENS**
* Base: Existing timber floorboards, chipboard, concrete or asphalt floor.
  + Preparation: As per the manufacturer’s instructions

The quality of a finished installation can be very much dependent upon the preparation of the subfloor and the attention paid to the recommendations made in various codes of practice and by the manufacturers of the component parts. In all cases contractors are to refer to manufacturer’s instructions and recommendations.

Remove existing floor coverings, underlayment and adhesive to expose the subfloor taking care to ensure any materials containing asbestos are removed and disposed of appropriately. Concrete or screeded subfloors should not be suffering from rising damp or hydrostatic pressure, and the moisture level shall not exceed 75% RH in accordance with BS 8203. Drying times for concrete are approximately 1 month per 25 mm. No flooring is to be laid until the subfloor has been suitably dried.

Existing Concrete and Screed Bases

Apply a cementitious smoothing compound of at least 3mm thickness prior to the installation of the vinyl floorcovering. The supplier will provide details on which product within their range must be used to suit the end use application and subfloor construction, together with details of which primer should be used. This will be the contractor’s choice.

Mastic Asphalt Underlay

Mastic asphalt underlays as described in BS 8204: Part 5 should conform to BS 6925. Provide a 3mm thick surface underlayment. The asphalt must not just be skim coated it is important to ensure that the smoothing underlayment is of a type recommended for use on asphalt floors and that a suitable primer key coat is applied if so directed. Never apply floorcoverings direct to a mastic asphalt subfloor.

Quarry tiles/Ceramic Tiles

Tiles must be sound and firmly fixed with all loose and powdery grout removed from the joints. Generally the tiles will require mechanical abrasion of the surface in order to provide a key for the application of a smoothing underlayment. The surface should be thoroughly washed /degreased to remove any surface contaminants and then a cementitious smoothing compound of at least 3mm thickness must then be applied prior to the installation of the vinyl floorcovering.

Wooden Floors

All wooden floors are to have some form of ventilation beneath them before any vinyl sheeting is applied. In the case of a wood block floor, the blocks are to be removed and a suitable cementitious depth of screed applied to bring the subfloor up to a suitable level.

Existing wooden floors may have received a preservative treatment that will cause poor bonding, due to a chemical interaction between the preservative and the adhesive. In such cases, they should not be laid onto directly. All loose boards should be firmly nailed to the joists and any worn or broken boards replaced. The floor should be sanded to remove high spots and any hollows or cracks filled with a suitable flexible underlayment. The existing wooden floors should then be overlaid with exterior grade WBP plywood of 6mm thickness and preferred size 1200mm x 2400mm. Hardboard is not to be used. The boards should be laid with staggered joints. The plywood should be fixed to the existing boards using 18mm long divergent staples or 14 gauge screw nails of 25mm length. Both types of fixing should be at 100mm centres along the edge of each sheet, with a fixing line 12mm from the edge and thereafter at 150mm centres throughout the entire area of the sheet. Perimeter fixings must not be more than 18mm from the board edges. Hardboard is not to be used. With suspended timber at ground level, it is of vital importance to obtain good ventilation below the floor through the existence of airbricks

All nail and screw heads must be below the surface of the board and any indentation filled with a suitable flexible underlayment, as should the joints between any boards that have been used to overlay the existing floor. The surface should be primed using a primer compatible with the adhesive, as recommended by the adhesive manufacturer. The primer will minimise adhesive usage and maintain the open time of the adhesive and prevent preferential absorption.

Vinyl should never be laid over existing floorcoverings. All existing floorcoverings must be uplifted and as much as possible of the old adhesive removed from the subfloor. Special care must be taken on very old floors, as some products may contain asbestos; if in any doubt please contact the contract administrator. The removed floorcoverings should be reclaimed and recycled, providing that there is no heavy contamination. A suitable 3mm thick floor smoothing underlayment should then be applied to the whole floor. Failure to remove sufficient adhesive can lead to premature failure of the underlayment. After uplifting existing floorcoverings laid on plywood, used as fabricated underlays, it is almost always necessary to replace the plywood or hardboard. After uplifting existing floorcoverings laid on suspended chipboard or plywood subfloors, 6mm thick marine grade plywood should be applied to the subfloor.

Subfloor should not only be in sound condition, but also free of any contaminants, like oil, paint, preservative treatments or other forms of marking, such as a permanent marker pen. Similarly, no markings should be applied to the back of heterogeneous flooring.

On receipt of rolls, check that colours correspond to those ordered, that quantities are correct and that there is no damage. In particular, check that rolls are from one batch, if that was requested on the order. On arrival at site, the rolls should be safely secured in an upright position and stored, together with the adhesive, at a minimum temperature of 18ºC for at least 24 hours before laying. Inflammable adhesives require special storage conditions. Contact the adhesive manufacturer or see current literature for details. To achieve best results, site conditions should be as described in BS 8203. A working temperature of between 18ºC and 26ºC is required for at least 24 hours prior to, and during, the laying period and for 24 hours afterwards. Conditioning areas and laying areas should be of similar temperature, to prevent thermally induced dimensional changes. In installations where underfloor heating is used, this should be switched off from 48 hours prior to installation until 48 hours afterwards. It should then be slowly brought back up to the working temperature, a maximum of 27ºC. Adhesives capable of withstanding temperatures up to 27ºC should be used. Where direct sunlight, sometimes in conjunction with underfloor heating, creates high surface temperatures on the floor, an approved epoxy or polyurethane adhesive should be used. The work area should now be prepared to receive the vinyl sheet flooring. Ensure that all other trades have completed their work and removed all their equipment and materials. Remove all debris and sweep or vacuum the whole floor area. Check the condition of the subfloor and make good as necessary. Stone or power grind any cementitious subfloor to remove any “nibs” or ridges. Remove any surface contaminants, which may affect adhesion. Sweep or vacuum again prior to laying. If required by the contract, or if in doubt, check the moisture content of the subfloor and record the results and method used. Good lighting is essential. It is important to note that commencement of work is deemed by many as acceptance of the site conditions as being suitable for laying floorcoverings.

Layout of the vinyl sheet - Seams are not to fall within doorways

Slabbing the vinyl sheet - The Polyflor vinyl sheet flooring should be rolled out face upward, taking care not to damage the surface, and cut approximately to size. Allowance of at least 75mm should be made at the ends for trimming in, the slabs should then be left overnight for 24 hours, to condition at a minimum temperature of 18ºC.

FITTING THE FIRST LENGTH - 1 Non-foam backed products

Place the first sheet in position next to the wall with the outer edge approximately 15mm from the nearest point. Adjust the lie of the sheet so that the inner edge is parallel with the axis of the room (Figure 1). Depending upon the depth of the recesses, either a bar scriber or a pair of scribers should be used to trace the profile of the wall. The scribers should be set to allow for the deepest recess or rake of the wall. Holding the scribers vertically and square to the vinyl edge, trace the wall profile onto the face of the sheet (Figure 2). With this method, all irregularities of the wall will be accurately reproduced onto the surface of the vinyl sheet. If, because of the colour or decoration, the scribed line is difficult to see, rub suitably contrasting chalk dust into the line to highlight it.

Ease the sheet away from the wall and, using a hook blade trimming knife, cut off the excess vinyl to the scribed line. Slide the sheet back against the wall and check the fit, making any minor adjustments as necessary. When satisfied that the fit on the first edge is correct, use a pencil to trace the opposite edge onto the subfloor (line A-B in Figure 3). In the centre of the room, draw a line on both the vinyl and subfloor square to the main axis of the sheet (line C-D in Figure 3). Keeping the inner edge of the vinyl on line A-B, slide the sheet back to clear the wall at one end of the room. Set the scribers to the distance now between lines C and D (Figure 4). Trace the end wall profile and cut to fit as described in preceding paragraphs. Repeat for the other end of the sheet. Once completed, the whole sheet – when slid back into position – should fit the wall profiles exactly. Note: If fitting to set-in coving, the same principles apply but a reverse scriber must be used to trace the toe onto the sheet. It is normal to free hand cut to the coving, allowing 12mm overlap for final trimming in.

FITTING SUBSEQUENT LENGTHS - Place the second length parallel to the first length, with a maximum 25mm overlap along the adjoining edges. On the opposite side, trace the edge along the whole length onto the subfloor. In the middle, draw a line C-D at right angles to the main axis, as previously described. Using the longitudinal line as a guide, slide back the sheet from the end wall and fit as described in Section 3.3.1. Repeat for the opposite end. Repeat the sequence for all remaining lengths. On the final length, which abuts the opposite wall, fit as described for the first length

CUTTING IN THE SEAMS - Polyflor recommends that all Polyflor vinyl sheet floorcoverings are welded. Seam cutting, grooving and heat welding are described in detail in Welding Vinyl Flooring. Note: The seams should be cut before the adhesive is spread.

ADHERING THE VINYL SHEET

Prior to adhering the vinyl sheet, it is important to read and understand the adhesive manufacturer’s instructions, recommendations and safety advice. You need to know the hazards and limitations of the adhesive, especially the open time. Never spread more adhesive than can be laid within the open time. Do not use rolling or spraying as an application method of adhesive which cannot guarantee the spread rate.

Wet set adhesives - Wherever practical, start with central strips first, as these are usually easier, having fewer recesses or awkward fittings.

A. Fold back the sheet to just over half its length, making sure the remaining half retains its position.

B. Spread the adhesive using a notched trowel of the correct size, as recommended by the adhesive manufacturer. Maintain the correct size of notch at all times, recutting as necessary as work progresses.

C. When the adhesive is ready to accept the floorcovering, roll the vinyl sheet back into place, rubbing from the centre to the edge, taking care not to twist the roll or trap air bubbles.

D. Check that seams are without gaps and remove any excess adhesive.

E. Roll with a 68kg articulated floor roller, firstly in the short direction, then in the long. In corners and other awkward areas, use a hand roller.

F. Repeat over the whole floor until all the sheets are adhered.

G. Roll the whole area thoroughly again, between one and four hours later.

Premature trafficking of newly laid floors - Early trafficking may disturb the adhesive bond and weaken it, resulting in the associated problems of tracking, indentation, debonding etc. After the vinyl sheet has been installed, only light foot traffic should be allowed for at least 24 hours. Furniture etc. should only be returned after this time. Where liable to be subject to heavy trafficking, the vinyl should be protected with hardboard or plywood for at least 48 hours.

Pressure-sensitive adhesives - These adhesives are designed to go completely dry prior to laying into and are particularly well suited to dense subfloors where there is difficulty with moisture uptake. They have the advantage of very long open times but, because they are laid into dry, have the disadvantage that the adhesive ridges are not flattened when the vinyl is rolled. To eliminate this disadvantage, Polyflor recommends an alternative method of application:

A. Fold back all the sheets to just over half their length.

B. Spread the adhesive with the correct notch trowel. Maintain the correct size of notch at all times. Then roll out the adhesive ridges with a long handled, short pile adhesive roller. Note: To maintain the correct spread rate, the adhesive roller should be pre-wetted with adhesive. This will prevent it taking adhesive from the floor.

C. Wrap the roller in a polyethylene bag and hang up when not in use. This will prevent it from drying out. It also prevents flats being formed and avoids regular washing out and pre-wetting.

D. When the adhesive is completely dry and ready to lay into, it will change from opaque to clear or translucent. The adhesive will be tacky to the touch. It is worth remembering that air flow is the most critical factor in the drying time and not temperature. Electric fans can be used to accelerate the drying time.

E. Place a length of 100mm wide polyethylene strip onto the edge of the adhesive adjacent to the fold in the vinyl sheet (Figure 5 of manufacturer’s instructions on website). This will prevent the sheet sticking to the last 100mm of adhesive.

F. Roll the central sheet back into place along the longitudinal line, taking care not to twist the roll or trap air bubbles. (A length of wide polyethylene strip can be rolled out on top of the adhesive to enable it to be walked on. This can be helpful when fitting the first length up to the line. Roll it up from the far end on completion.)

G. Fit all the other sheets, working outwards from the central sheet, as described previously. Take extra care to ensure that seams are without gaps and remove any excess adhesive as work proceeds.

H. Fold back the second halves of the vinyl sheets and remove the polyethylene strip which was stuck to the edge of the adhesive. Repeat sequence of adhering vinyl sheet as described previously.

I. Roll thoroughly in both directions using a 68kg articulated floor roller. In corners and other awkward areas, use a hand roller. Repeat again after 1 – 4 hours.

EDGINGS/COVER STRIPS: TO CARPET

* + Manufacturer and reference(s): Quantum floor trims QR46/7.5

Material/finish: Aluminium / PVC

* + Fix securely in accordance with manufacturer’s instructions.

EDGING TO AJOINING AREA OF CERAMIC FLOOR TILES

* + - Manufacturer and reference: Visedge VR Edge Strip by Howe Green Ltd.

Size: 9 mm deep x 30 mm wide.

* + Cut recess in base, bed edge strip level in epoxy mortar, and securely screw to base with neatly mitred joints.

Make good base by filling with smoothing compound to give a smooth, even surface.

* + Cut, groove and hot weld PVC insert to Altro safety flooring. See Altro detail drawing D12

EDGING TO AJOINING AREA OF SIMILAR HEIGHT MATERIAL VINYL

* + - Manufacturer and reference: Visedge DS Edge Strip by Howe Green Ltd.

Size: 4 mm deep x 60 mm wide.

* + fit as per the manufacturer’s instructions

PREPARATION - Ensure that all surfaces are firm, dry and free of dust, grease and oil. Fair faced brickwork or blockwork should have a latex skim coat applied, as this provides a smooth, firm surface of known porosity which will minimise adhesive usage and improve adhesion. Alternatively, 4mm thick plywood can be cut into appropriate width strips and then nailed to the blockwork to provide a smooth surface onto which the skirting can be fitted. All painted surfaces must be stripped back and wire brushed to remove all traces of paint. Always read carefully and observe the adhesive manufacturer’s instructions. Pay particular attention to use of solvent-based adhesives, especially regarding ventilation and possible sources of ignition.

MARKING OUT - Accurate marking out is essential to minimise adhesive usage and to prevent excess adhesive spoiling decorations. Marking out may be done by a variety of methods including scribers, height gauges and section templates. All fitting work must be carried out accurately prior to application of adhesive, as movement afterwards is restricted. Adjustments for length should always be made on straight joints – never on mitred sections – unless the length of the wall does not permit this. When using sit-on coved skirtings around external corners, a joint can be avoided by grooving out some of the material from the back using an Exacto cutter, and then warming the coving with a hot air gun. It should be noted that the toe will be curved rather than right angled when the coved skirting is installed.

ADHESIVE APPLICATION

For use in well ventilated areas where there is no risk of ignition of the organic vapours. This system is based upon a solution of polychloroprene rubber in organic solvents. Application is as follows:

A. If the surface is slightly porous, apply a suitable primer and leave to dry for 24 hours.

B. Then, apply adhesive equally to the section and to the surface to which it will be attached, using a flat spreader. Leave until the adhesive is dry to the touch. As a guide, adhesive coverage should be approximately 5 litres per 100 metres on 100mm high Ejecta section, dependent upon the porosity of the surface and the thickness of applied coats.

ADHERING THE ACCESSORIES - When the adhesive is dry to the touch, press the section firmly against the other surface, placing it accurately first time. The section should not be removed or subjected to lateral force if good adhesion is to be assured. Set-in coved skirtings are applied before the floor finish is laid and sit-on coved skirtings are applied after the floor finish is laid.

All vinyl sheet floorings are welded, this includes the internal and external joints when the vinyl sheet is site cove formed. Most specifications make welding mandatory, since it prevents ingress of dirt and bacteria into seams and provides a floor surface which is impermeable to water. However, welding will only aid maintenance of high standards of hygiene if it is executed correctly. The guidelines provided below should be followed carefully, since short cuts taken in welding create potential problems with seam failures.

HEAT WELDING - Heat welding of vinyl floorcoverings has been used successfully for many years and employs the technique of heating both the vinyl flooring and the vinyl welding rod to a sufficient temperature to melt and fuse them together. The procedure is the same for both sheet and tile installation with the exception that the edge of the tiles do not require cutting in prior to grooving.

CUTTING IN THE SEAMS

Factory edges should never be butted together but should be overlapped and cut by one of the following methods:

Using Seam Cutters - Set the first cutter to the thickness of vinyl sheet. Using the factory edge as a guide, trim off 6mm along the length. Where it is not possible to use the seam cutter against the wall, or in other areas of restricted access, use a straight edge and straight bladed knife held squarely to the floor. Set the second cutter to the thickness of vinyl sheet. Using the edge previously cut on the top sheet as a guide, cut through the bottom sheet. Remove the scrap piece of material.

Using an Under Scriber - Prior to overlapping the vinyl sheet, trim off the factory edge on the bottom sheet. This is best done by striking a chalk line, then – using a utility knife and straight edge – cut through and remove the scrap piece. Overlap the top sheet and then trace the bottom edge onto the top sheet with correctly set under scribers. To highlight the scribed line, rub some chalk dust into the surface. Trim the top sheet to the scribed line.

GROOVING THE SEAMS

Strike a chalk line along the overlap. Using a utility knife and straight edge, double cut the joint through both layers of material, ensuring that the knife blade is held squarely to the floor. Prior to welding, some of the material must be removed from the seam, creating a groove that will accept the vinyl welding rod. Two shapes of groove can be cut:

1. A “U” shape – which leaves a semi-circular groove in the vinyl. This should extend into the vinyl for 2/3 of its thickness, up to a maximum of 2mm.

2. A “V” shape – which leaves a 60º triangular groove in the vinyl. This should extend into the vinyl for 7/8 of its thickness. Note: The ‘V’ shaped groove has proven particularly suitable for embossed versions of Polysafe vinyl sheet floorcovering. The groove on Acoustic and Sports flooring should only be cut in the vinyl wear layer. It should never be cut through to the PVC foam backing.

Manual Grooving - Place the centre of the grooving tool over the centre of the seam. Bring up the straight edge to touch the side of the cutter, and align the straight edge, maintaining an even distance from the seam (Figure 28). Pulling the tool towards you, groove to the required depth. Move the straight edge as required and repeat until the whole seam is grooved. Sweep well to remove any dust and trimmings from the groove.

WELDING THE SEAMS

If wet set adhesive has been used, it is important, before commencing heat welding, to ensure that the adhesive has set sufficiently to prevent it bubbling up when heat is applied. If bubbling up occurs, it will adversely affect seam strength. Prior to commencing welding:

A. Ensure the speedweld attachment is free of debris by cleaning with a wire brush.

B. Pre-heat the welding gun (setting 3 - 6 on a variable setting gun), ensuring that the nozzle is pointing upwards during this pre-heat period.

C. Try out the welding rod on a scrap of material to ensure the temperature is correct and that fusion is taking place. Adjust accordingly. When you are satisfied that the temperature is correct, you can proceed to weld the joint:

D. Place the welding rod into the speedweld aperture. Starting as close as possible to the end of the room, press the welding rod down into the groove with the speedweld attachment, the toe of which should be parallel to the vinyl surface. Pull the gun towards you whilst maintaining the downward pressure (Figure 29). Ensure the gun is kept square to the floor. With your spare hand, alternately check the weld security and that the welding rod is feeding freely.

E. Typically, you would start welding from the edge of the room towards the centre. At this stage, pull the gun away from the groove and cut off the welding rod. Using a spatula knife, trim off the excess welding rod and cut a tapering “V”, approximately 25mm long, into the existing weld (Figure 30). Commence welding as before, from the opposite end of the room. Run out the weld into the pre-cut “V” and cut off the excess welding rod. Where Ejecta set-in skirtings are used, the vertical joints and mitres are not hot welded. See Installation of Accessories. It is important to ensure a constant rate of welding. Moving slowly will “burn” the vinyl and moving quickly will not fuse the welding rod. The finished width of the weld may also vary and detract from the appearance.

TRIMMING THE WELD

Prior to commencing, it is advisable to stone or hone the trimming spatula knife on one side only. This keen edge will make trimming easier and minimise the risk of “digging in”. Trimming of the weld must be carried out in two stages. Failure to follow this procedure will result in dished welds which are prone to dirt pickup.

A. Place the trimming guide over the welding rod. Insert the spatula knife into the two lugs with the honed edge uppermost. Push the knife forward and trim off the top layer of welding rod (Figure 31). This can be done whilst the weld is still warm. Trimming the weld speeds up the cooling time.

B. When the remaining weld has cooled to room temperature, the excess weld should be trimmed. The spatula knife, again honed edge uppermost, is used without the trimming guide. Keep as shallow an angle as possible between blade and floor to avoid the risk of “digging in” (Figure 32). Note: foam backed vinyl sheet flooring is not to be used

ADHESIVES

Only adhesives recommended by the manufacturer’s Technical Department and are approved as suitable, should be used. Correct handling of adhesives is recommended at all times. The Health and Safety at Work Act 1974 should be observed and, if applicable, The Highly Flammable Liquid and Liquefied Petroleum Gases Regulations. Any hazards indicated by the adhesive manufacturer should be assessed and precautions taken as directed in the Control of Substances Hazardous to Health legislation.

INITIAL PREPARATION

Prior to the application of the floorcovering, it should be ensured that the substrate is sound, dry and free from dust. The relative humidity of solid, cementitious subfloors should be at a maximum of 75% relative humidity when measured over at least a 72 hour period, as described in BS 8203. Smooth, dense surfaces such as power floated concrete should be mechanically treated to provide sufficient porosity. Existing floorcoverings should be completely removed, together with the majority of the adhesive, and the resulting surface should be free from dust, grease, paint, plaster or any other contamination that may hinder adhesion. In most instances, it is beneficial to apply a smoothing underlayment, at least 3mm thick, to smooth out any local irregularities, nullify the effects of any adhesive residue and provide a surface of known porosity. To achieve a sound bond between the floorcovering material and the substrate, it is essential that these recommendations are followed.

PRIMING THE SUBFLOOR

On porous sand/cement, concrete and all timber subfloors, it is essential that a primer be used. The use of a primer ensures an even porosity, minimises the amount of adhesive used and provides a longer open time of the adhesive. The primer used should be compatible with the subfloor and the adhesive, and be as recommended by the adhesive manufacturer.

APPLICATION OF ADHESIVE

It is strongly recommended that all adhesives are conditioned at a minimum temperature of 18°C for at least 24 hours prior to, and then during, the laying period. The adhesive must be applied using a notched trowel of the correct size notch, which must be maintained during the adhesive application stage. The adhesive manufacturer provides details of the notch size to suit the adhesive and the application. Acrylic pressure-sensitive adhesives should be rolled with a previously wetted, short pile adhesive roller immediately after spreading. This will remove any adhesive ridges prior to the adhesive setting, whilst maintaining the correct adhesive spread rate on the substrate. The manufacturer does not recommend any method of adhesive application, such as spraying, which cannot guarantee the spread rate.

OPEN TIME OF ADHESIVES

Open times, as recommended by the relevant manufacturer must be observed at all times. Do not spread more adhesive than can be laid into during the open time of the adhesive. Unlike wet set adhesives, pressure-sensitive adhesives must have all the moisture evaporated from them prior to the application of the floorcovering. The colour changes from opaque to translucent, which provides a positive indication of when the adhesive is ready to be laid into. Good ventilation and air flow will help speed up the drying time on these adhesives. It may be necessary to use an electric fan(s) to speed up the drying time.

REMOVING EXCESS ADHESIVE

As good working practice, excess adhesive should be removed as work progresses. Wet, water-based adhesives are easily removed with a clean, damp cloth. Dried water-based adhesives and solvent-based adhesives should be removed with a minimum amount of solvent cleanser, as recommended by the adhesive manufacturer. Excessive use of these cleansers can cause discolouration and softening of the vinyl surface.

ROLLING THE FLOOR

Once the floorcovering has been laid, the material should be rolled immediately with a 68kg articulated floor roller, working initially in the widthways direction, if it is sheet material. This rolling ensures good contact between the substrate, adhesive and floorcovering, expels any trapped air, and flattens the adhesive ridges to prevent shadow through once the floor becomes trafficked. The floorcovering should be rolled again, one to four hours later, to ensure the contact between the materials is maintained.

PROTECTION FROM RADIATED HEAT SOURCES

The range of floorcoverings is often used in situations where excessive heat causes problems with the floorcovering and the adhesive. It is impractical to give specific details, as equipment such as ovens and kilns vary in design and height above the flooring material. Where the conditions may cause a problem, we would recommend the use of metal oven trays that deflect the heat away from the floor, and an adhesive suitable for these conditions, such as an epoxy or polyurethane. If you are unsure, we recommend that you discuss the application with our Customer Technical Services team.

* For Existing kitchen floors
* Fabricated underlay: None although see above for WBP plywood.
* Flooring roll: Decorative Heavy Duty Safety Flooring, with high quality cross linked polyurethane reinforcement, UV cured, carborundum free
  + Manufacturer: Contractors Choice
    - **General Performance**
    - To EN 13845, ASTM F1303
    - **Reaction to Fire**
    - EN13501-1 Class Bfl-S1 (EN ISO 9239-1 ≥8kw/m2, EN ISO 11925-2 pass
    - ASTM E648 Class 1
    - **Enhanced Slip**
    - Sustainable wet slip resistance, EN 13845 Esf, AS/NZs 4585 R10
    - RRL Pendulum Test ≥36 (Wet test – 4S Rubber/Slider 96)
    - Surface Roughness Rz ≥20µm Slip resistance to be guaranteed throughout the life of the product, with strict adherence to HSE Guidelines
    - **Environmentally Preferable Flooring**
    - To meet BRE Global Environment rating of A+ (Certificate No: ENP 336) To be 100% recyclable.
    - **Abrasion resistance**
    - EN 13845 50,000 cycles EN649 Group T
    - **VOC Emissions**
    - AgBB VOC test: Cert number: Z-156 603-523
    - Floorscore certified: Certificate number SCS-FS-02034
    - **Electrical behaviour (body voltage)**
    - EN 1815 ≤2KV Classified as antistatic
    - **Resistance to Chemicals**
    - Good resistance to dilute acids and alkalis.
    - **BBA Agrement assurance**
    - 10 year product performance licence
    - **Hygiene**
    - Contains antimicrobial agents – inhibits growth of MRSA
  + Recycled content: 10%.
  + Width: 2000 mm.
  + Thickness: 2mm.
  + Wear layer 0.7mm
  + Length: 20m
  + Colour/ pattern: Tenants to be given a choice of:-

Mosaic PUR Verona

4145 - Freshwater 5206 - Blue Lagoon

4155 - Earthstone 5212 - Biscotti

4165 - Graphite Pearl 5207 - Nightfall

4195 - Green Opal 5211 - Seagrass .

* Adhesive (and primer if recommended by manufacturer): mandatory .
* Seam welding: mandatory to all joins and cuts
* **VINYL SHEET FLOORING TO BATHROOMS AND WET ROOMS**
* Base: Existing timber floorboards, chipboard, concrete or asphalt floor.
  + Preparation: As per the manufacturer’s instructions

The quality of a finished installation can be very much dependent upon the preparation of the subfloor and the attention paid to the recommendations made in various codes of practice and by the manufacturers of the component parts. In all cases contractors are to refer to manufacturer’s instructions and recommendations.

WORKMANSHIP GENERALLY:

* + All bases must be rigid, dry, sound, smooth and free from grease, dirt and other contaminants before coverings are applied.
  + Finished coverings must be accurately fitted, tightly jointed, securely bonded, smooth and free from air bubbles, rippling, adhesive marks and stains.

SAMPLES:

Before placing orders, submit for approval a representative sample of each type of covering. Ensure that delivered materials match samples.

CONTROL SAMPLE(S):

Complete area(s) of the finished work in approved location(s) as follows, and obtain approval of appearance before proceeding:

LAYOUT:

Agree setting out of seams before ordering roll materials for sheeting type(s).

LAYOUT:

Set out sheet coverings so that seams and cross seams are kept to a minimum. Cross seams will not be permitted.

MARKING:

Ensure that materials are delivered to site in original packing, clearly marked with batch number.

STORAGE:

Store materials in a clean, warm, dry, well ventilated place. Keep in original packing until conditioning commences.

COMMENCEMENT:

Do not lay materials until building is weathertight, wet trades have finished their work, the building is well dried out, all paintwork is finished and dry, conflicting overhead work completed, and floor service outlets, duct covers and other fixtures around which the materials are to be cut have been fixed. Inform CA not less than 48 hours before commencing laying. Where time does not permit this please use materials mentioned below for areas of high RH% and where laying of flooring is essential use ‘fast trak’.

ENVIRONMENT:

Before, during and after laying, provide adequate ventilation and maintain temperature and humidity approximately at levels which will prevail after the building is occupied.

UNDERFLOOR HEATING:

In accordance with BS8203 Underfloor heating should be switched off 48 hours prior to laying the floorcovering. The heating should not be turned on until at least 48 hours after laying and peak temperature should be avoided for a further 7 days.

PREPARING BASES

SUITABILITY OF NEW BASES AND CONDITIONS:

Laying of coverings will be taken as joint acceptance by the Main Contractor and Subcontractor of the suitability of the bases and conditions within any given area.

SUITABILITY OF EXISTING BASES AND CONDITIONS:

* + Before commencing work the subcontractor must confirm (through the Main Contractor) that existing bases will, after the specified preparation, be suitable to receive the specified coverings.
  + Laying of coverings will be taken as further acceptance of the suitability of the bases and also of the conditions within any given area.

DAMPNESS:

Where coverings are to be laid on new wet-laid bases:

* + Ensure that drying aids have been turned off for not less than 4 days, then
  + Test for moisture content using an accurately calibrated hygrometer in accordance with BS 5325, Annexe A or BS 8203, Annexe A.
  + Take readings in all corners, along edges, and at various points over the area being tested.
  + Do not lay coverings until all readings show 75% relative humidity or less.

SUBSTRATES:

The specifications for trowelled finishes to receive thin floor coverings require:

* + A uniform, smooth surface free from trowel marks and other blemishes, and suitable to receive the specified floor finish material.
  + Adequate protection from construction traffic.
  + Allowance for making good by application of a smoothing compound by and to the satisfaction of the flooring subcontractor in the event of the surface being unsuitable due to inadequate finishing or protection.

SMOOTHING UNDERLAYMENT COMPOUND:

* + Manufacturer and reference: Ardex UK Ltd, Arditex ‘NA’ smoothing compound.
  + Apply to base at a minimum thickness of 3mm in accordance with manufacturer’s product data sheet incorporating aggregate for applications more than 12mm thick.
  + Allow to dry before laying floor tiling/sheeting.

EXISTING FLOOR COVERING TO BE REMOVED:

Completely remove covering and as much adhesive as possible. Skim with smoothing underlayment compound to give a smooth, even surface.

EXISTING FLOOR COVERING TO BE OVERLAID:

Existing coverings to be removed

SURFACE DAMP PROOF MEMBRANE:

* + Manufacturer and reference: Use suitable epoxy surface damp proof membrane by effective up to 97% R.H.

NB: Please note Use Solo ‘Fast Track’ where floor coverings are to be laid same day. Conditions apply.

* + In the event of underfloor heating please consult manufacturer for conditions of use.
  + Apply in accordance with manufacturer’s instructions.

PLYWOOD UNDERLAY:

* + To an approved national standard.

Bonding quality to BS EN 314: Part 2: Class 3

Finish: To be WBP marine grade

Thickness: 6mm.

Sheet size: 1200mm x 2400mm.

* + Ensure that existing floor boards are securely fixed and acceptably level. Remove or fill any gross irregularities. Punch in any protruding fasteners.
  + Lay sheets with cross joints staggered such that no joint within the base and underlay is coincident and with a 0.5-1 mm gap between sheets.
  + Fix with 25 mm ring shanked or twisted shank nails or divergent staples, commencing at the centre of one side of each sheet, at 150 mm grid centres over the area of each sheet and at 100 mm centres along perimeter, set in 12 mm from edge.
  + Ensure that fasteners are driven well in, with heads set flush with surface, and do not project through underside of base. Remove and replace fasteners that deform while being driven.

LAYING COVERINGS

COLOUR CONSISTENCY:

In any one area/room use only coverings from the same production batch to prevent banding or patchiness resulting from colour/flash variation.

ADHESIVE FIXING GENERALLY:

* + Adhesive: when not specified otherwise, type to be as recommended by covering/underlay manufacturer as appropriate or, in the absence of such recommendation, type to be approved.
  + Use a primer where recommended by adhesive manufacturer. Allow to dry thoroughly before applying adhesive.
  + Spread adhesive evenly and lay covering, pressing down firmly and rolling laterally and transversely (if recommended) to ensure full contact and a good bond overall. Reroll (if recommended) within 30 minutes.
  + Remove all surplus adhesive from exposed faces of coverings as the work proceeds.
  + Trowel ridges and high spots caused by particles on the substrate will not be accepted.

ADHESIVE FIXING – SHEET FLOORING:

* + Place the material in position on the floor, allowing at least 25 mm each end for trimming, and overlapping at least 15 mm at joints.
  + Cut-in material along joints.
  + Fold (do not roll) the material back along half its length. When adhesive is ready, refold material back onto adhesive. Repeat for second half of material.
  + Consult data sheet on rolling requirements.

670 BORDERS/FEATURE STRIPS of sheet material:

* + Cut strips along the length of the sheet to prevent curl.
  + Mitre joints at corners.

671 Cut butterfly mitres at internal and external corners.

SEAM WELDING: To all joints including cuts

* + Do not commence welding of coverings until a minimum of 24 hours after laying or until adhesive has completely set.
  + Cut groove, 3 mm wide by 2/3 the depth of material, evenly along each joint using:
  + hand grooving tool or
  + Automatic grooving machine fitted with diamond blade.
  + Hot-weld using hot air welding gun (fitted with high speed welding nozzle) and welding rod. Select colour of rod to match floor covering. Cut off surplus weld rod with spatula. Do not chemical weld.
  + Form a neat, smooth, strongly bonded joint, flush with finished surface.

720 DOORWAYS:

Make joint on centre line of door leaf unless specified otherwise.

SEALANT:

* + Manufacturer and reference: Altromastic 100, colour to match floorcovering.
  + Location: To all exposed edges of flooring material around all protrusions through floor and pipework as necessary.

EDGINGS/COVER STRIPS: TO CARPET

* + Manufacturer and reference(s): Quantum floor trims QR46/7.5

Material/finish: Aluminium / PVC

* + Fix securely in accordance with manufacturer’s instructions.

EDGING TO AJOINING AREA OF CERAMIC FLOOR TILES

* + - Manufacturer and reference: Visedge VR Edge Strip by Howe Green Ltd.

Size: 9 mm deep x 30 mm wide.

* + Cut recess in base, bed edge strip level in epoxy mortar, and securely screw to base with neatly mitred joints.

Make good base by filling with smoothing compound to give a smooth, even surface.

* + Cut, groove and hot weld PVC insert to Altro safety flooring. See Altro detail drawing D12

EDGING TO AJOINING AREA OF SIMILAR HEIGHT MATERIAL VINYL

* + - Manufacturer and reference: Visedge DS Edge Strip by Howe Green Ltd.

Size: 4 mm deep x 60 mm wide.

* + fit as per the manufacturer’s instructions

DRAIN OUTLETS:

Drain outlet/channel to be clamping ring type gulley/type channel such as those supplied by Wade International, tel: 01787 475151. The flooring should be dressed into the drain outlet/channel and be clamped by the clamping ring/clamping section.

See detail drawing D13 (ring type gully)

Alternatively drawing reference D14 (channel type)

SELF-COVED SKIRTINGS - To be used in all wet areas:

* + Cove former: 38R

Securely bond to base and background.

* + Turn flooring material up wall and securely bond to cove former and background, with top edge straight.

Accurately mitre at corners.

Height: Minimum 125mm

Top edge:: C7 Capping Seal / C8 Captile Strip / C11 Quarry Tile Seal / A832 whiterock transition strip

* + Adhesive: as F Ball recommendation
  + Hot weld joints and mitred corners with matching welding rod. Do not chemical weld.

See Altro detail D4 (C7) / D5 (C8) D6 (C11) D8

JUNCTIONS BETWEEN SELF-COVED SKIRTINGS AND DOOR FRAMES/ARCHITRAVES:

Trim back of cove formers in proximity to door openings, and terminate self-coved skirtings against side of architraves.

See Altro detail drawing D9

TRAFFIC:

After laying, keep floor covering free from traffic until adhesive is set

COMPLETION

CLEANING GENERALLY: Remove all scrap, dust and dirt. Carefully remove adhesive and other marks from coverings and adjacent surfaces, using approved cleaning agents and methods.

FINISHING PLASTICS FLOORING:

* + GENERAL
  + Wash floor with water containing AltroClean 44 or equivalent alkaline cleaner.
  + Thoroughly rinse with clean water to remove detergent, and allow floor to dry.

SOILED AREAS

* + Scrub with a deck scrubber or Unipad, 14” x 4” rectangular cleaning pad ref: AHCP 14/4/10 attached to a Multimop MM30 multi mop handle as instructed above.

PROTECTION:

Cover flooring with clean dust sheets, or other nonstaining suitable material to prevent damage from dirt and traffic prior to Practical Completion. Ensure any material with printed information on one face is laid with printed face uppermost.

WASTE / RECYCLING: ALTRO RECOFLOOR™

* + Clean, adhesive-free off-cuts to be removed from site and taken to an Altro Recofloor collection points for recycling.

* Drawings can be found on the Altro website.

**PVC Sheet Flooring for shoes and barefoot in wet environments**

* Fabricated underlay: None although see above for WBP plywood.
* Flooring roll: PVC for use in special wet areas to BS EN 13845/EN 13553.
  + Manufacturer: contractors choice.
  + Product reference: 2mm thick Safety Floor with 15 year lifetime slip resistance, 10 year product guarantee, Pendulum test PTV ≥50 (Slider 96) R11 EN 13893. Achieving Class B to DIN 51097 for barefoot use. Class of use to EN 685
  + Identity Code: W2 BS EN 685 class 34/43.
  + Slip potential: Slip resistance value (SRV) (minimum).
* Surface roughness (Rz) (minimum) to BS 1134: ≥20 (wet).
  + Recycled content: 10%.
  + Width: 2000 mm.
  + Thickness: 2mm.
  + Wear layer 2mm
  + Flexibility to EN 435 pass
  + Weight 2.6kgm2
  + Light fastness to EN 20105-B02 ≥6
  + Wear resistance to EN 13845 ≤10% particles lost over 50,000 cycles
  + Indentation EN 433 ≤0.10mm
  + Fire performance EN 13501-1 Class Bfl-sl≥8kW/m2 pass
  + Chemical resistance EN 423 Good
  + Castor chair abrasion EN 425 pass
  + Under floor heating EN 12667 suitable
  + Electrical behaviour EN 1815 ≤2kV Antistatic
  + VOC emissions prEN 15052 pass
  + Colour/ pattern: Tenants to be given a choice of:-
  + Otter
  + Blue Penguin
  + Terrapin
  + Puffin
* Adhesive (and primer if recommended by manufacturer): Altrofix 19+ .
* Seam welding: Hot-welding with matching Welding Rod, as clause 680A.

Accessories

Covered former: R38 and vinyl run up the wall 125mm with appropriate cappit

* + Maintenance and Finishing: Clauses above
  + Special requirements: Where the flooring is used to form the coved skirting, make certain that the wall background is smooth, clean and dry enough to allow full adhesion of the system.
* Spare covering material: Retain suitable material for patching. On completion submit pieces for selection. Hand over selected pieces to Employer. Any waste is to be recycled with manufacturer via the RECOFLORR scheme.

**B2 SCHEDULE 2 - PRELIMINARIES**

# A JCT Measured Term Contract 2016

# A10 PROJECT PARTICULARS

### 110 THE PROJECT

Name: Vinyl Flooring Works to Kitchens and Bathrooms 2021 - 2024.

Nature: Provision of sheet vinyl flooring to Mid Devon District Council homes all as per this document.

Location: To Council Homes throughout Mid Devon.

Length of contract: three Years, subject to annual approval

### 120 EMPLOYER (CLIENT)

Name: Mid Devon District Council.

Address: Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.

Contact: Mike Lowman.

Telephone: 01884 233038.

E-mail: mlowman@middevon.gov.uk.

### 130 PRINCIPAL CONTRACTOR (CDM)

The person or persons who have duly entered into a legal contract with the Employer for

the execution of the Works and shall include his heirs , executors, administrators and

assignees.

### 140 ARCHITECT/ CONTRACT ADMINISTRATOR

Name: Mike Lowman.

Address: Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.

Contact: Works Supervisor.

Telephone: 01884 233038.

E-mail: mlowman@middevon.gov.uk.

### 150 PRINCIPAL DESIGNER

Name: Mid Devon District Council.

Address: Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.

Contact: Mike Lowman.

Telephone: 01884 233038.

E-mail: mlowman@middevon.gov.uk.

# A11 TENDER AND CONTRACT DOCUMENTS

### 110 TENDER DRAWINGS AND DOCUMENTS

The tender drawings are: None. Contract documents: The following have been prepared which show and describe the work to be done. The documents forming this Invitation to Tender (ITT) are to be completed in full and returned by the Contractor.

### 120A TENDER REQUIREMENTS

The tenderer shall allow in his tender for all of the works indicated in this ITT including all work reasonably implied therefrom whether particularly described or otherwise. The services and obligations contained in any unpriced items in this Specification of Works shall be held to be covered by the prices shown against other items.

The Employer does not bind himself to accept the lowest or any tender in whole or in part, or to be responsible for any expense incurred by the tenderer in tendering.

The Contract will be a "fixed price" contract based on the differing schedule prices within the pricing schedules. In respect of fluctuations and the Contractor shall allow in his prices for all increases or decreases in the cost of labour, materials, plant and all allowances and expenses payable by himself in his capacity as an employer.

The tenderers attention is specifically drawn to the fact that the tender figure and Schedule of Rates cannot in any circumstances be amended by reason of pricing errors or arithmetical errors. The lowest tender will be examined and in the event of errors being discovered, these errors will be corrected in accordance with Alternative 1 contained in Section 6 of the Code of Procedure for Single Stage Selective Tendering 1989.

In the event of any tenderer withdrawing a tender before acceptance or declining to accept a formal contract on being called upon to do so after his or their tender has been accepted by or on behalf of the Employer, no further tender from such person or firm for any works shall, in the absence of any explanation satisfactory to the Employer, be considered by or on behalf of the District Council for a period of twelve months next following the date of such a withdrawal.

Upon the acceptance by the Employer in writing a binding contract shall come into effect immediately between the Employer and the Tenderer whose tender is accepted and such contract shall incorporate the said Order, these conditions of Contract and any plans, drawings, specifications and other documents issued to or made available for inspection by tenderers.

Any alteration or qualification made by the tenderer to the printed text of the Contract Documents will be disregarded unless authorised in writing by the Contract Administrator. Each item in the Schedule shall be priced. Any omission by the Contractor of a price for any item will be deemed to mean that the value has been included elsewhere and that the cost of complying with or carrying out of the work described within such items shall be deemed to be included in the Contractor's Tender. Any variation as an omission or addition to that item or items will be taken on the basis of a fair valuation.

Where any clause within this document is in conflict any standard JCT contract clause. This document shall take precedent.

### 160 PRECONSTRUCTION INFORMATION

Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

# A12 THE SITE/ EXISTING BUILDINGS

### 110 THE SITE

Description: Council homes within Mid Devon.

### 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

Description: Domestic dwellings owned by Mid Devon District Council.

### 140 EXISTING UTILITIES AND SERVICES

Drawings: (Information shown is indicative only): To be determined for each property by the contractor.

Other information: None.

### 180 HEALTH AND SAFETY FILE

Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.

Other documents: Asbestos Register, Potentially Violent and Vulnerable tenant information available post award.

Arrangements for inspection: via Contract Administrator.

### 200 ACCESS TO THE SITE

Description: Via public highways.

Limitations: Contact details for tenant’s available post award.

### 210 PARKING

Restrictions on parking of the Contractor’s and employees' vehicles: on public highways.

### 220 USE OF THE SITE

General: Do not use the site for any purpose other than carrying out the Works.

Limitations: Access to be arranged with the tenant or if the property is void via the contract administrator.

### 250 SITE VISIT

Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

Arrangements for visit: with the tenant or if property is void via the contract administrator.

# A13 DESCRIPTION OF THE WORK

### 120 THE WORKS

Description: Removal of existing, all preparation and supply and fitting of new vinyl sheet flooring to kitchens and bathrooms to Mid Devon District Councils Housing Stock. The contractor will also be required to remove and replace the white goods in the bathrooms to enable the vinyl to be run under these items. The works will form part of the responsive repairs programme, the voids programme and the disable adaptations programme. These works will be reactive and ad-hoc in nature and there will not be any pre-determined property list or guarantee of volume of works. All works are indicative and subject to change.

# A20 JCT Measured Term CONTRACT 2016

### JCT MEASURED TERM CONTRACT 2016

The Contract: JCT Measured Term Contract 2016 Edition.

Requirement: Allow for the obligations, liabilities and services described within the whole of this ITT.

## THE RECITALS

### FIRST - THE WORKS AND THE CONTRACT ADMINISTRATOR

The work comprises: Provision of new vinyl sheet flooring to kitchens and bathroom 2021 - 2024.

Architect/ Contract Administrator: See clause A10/140.

**SECOND – CONTRACT SUM**

The schedule of rates and the total in the form of tender (F4) will be applicable for the entire length of the term of the Contract. There will be an annual uplift, which is the CPI rate for March that will be applied to the following year.

**THIRD - CONTRACT ADMINISTRATOR**

Contract Administrator: See clause A10/140

**FOURTH - SAFETY POLICY**

Documents to be priced or provided by the Contractor: safety policy to comply with statutory requirements.

**FIFTH- SUPPLEMENTARY PROVISIONS**

As stated in the Contract Particulars

## THE ARTICLES

**1 - CONTRACTORS OBLIGATIONS**

The contractor shall carry out all orders that are placed with them during the contract period in accordance with the contract documents

**2 - PAYMENT**

The Employer shall pay the contractor at the times and in the manner specified in the conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (Item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a schedule of hourly charges.

**3 - ARCHITECT/ CONTRACT ADMINISTRATOR**

Architect/ Contract Administrator: See clause A10/140.

### 4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

Principal Designer: See clause A10/150.

Principal Contractor: See clause A10/130.

**6 - ADJUDICATION**

If any dispute or difference arises under this contract, either party may refer it to adjudication in accordance with clause 9.2. The Adjudicator is The Royal Institution of Chartered Surveyors

**7 - ARBITRATION**

Appointer of Arbitrator (and of any replacement): President or a Vice president of the: The Royal Institution of Chartered Surveyors.

**8 - LEGAL PROCEEDINGS**

Subject to article 6 and (where it applies) to article 7, the English Courts shall have jurisdiction over any dispute or difference between the parties which arises out of or in connection with this contract.

## CONTRACT PARTICULARS

### BASE DATE

Base date: 1 December 2020.

**BIM PROTOCOL**

Not applicable

**SUPPLEMENTAL PROVISIONS (Fifth Recital and Schedule)**

The following supplemental provision apply

* Collaborative working
* Health and safety
* Cost savings and value improvements
* Sustainable development and environmental considerations
* Performance Indicators and monitoring
* Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee **Director of Mid Devon District Council**

Contractor's nominee (To be completed by Contractor)

or such replacement as each Party may notify to the other from time to time.

**CONTRACT PERIOD**

The contract period will be up to three years.

Year one commencing on the 5 April 2021 and finishing on the 31 March 2022

Year two commencing on the 1 April 2022 and finishing on the 31 March 2023

Year three commencing on the 1 April 2023 and finishing on the 31 March 2024

The contract shall be reviewed annually to determine if the following years work is to be awarded or the contract determined. The decision shall be made by a Director of MDDC. If the contract is determined there shall be no compensation or redress for the contractor.

### CONSTRUCTION INDUSTRY SCHEME (CIS)

Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

### CDM REGULATIONS

The project is notifiable.

**ORDERS - MINIMUM AND MAXIMUM VALUE**

Minimum value of any order to be issued

* + - £100.00 (words One hundred pounds)

Maximum approximate value of any order to be issued

* + - £1,000.00 (words One thousand pounds)

**RESPONSIBILITY FOR MEASUREMENT AND VALUATION**

The Contract Administrator shall measure and value all Order

**SCHEDULE OF RATES**

Shall be those contained within this ITT submitted by the contractor forming the value in the form of tender (F4)

**DAYWORK**

Valuation - Percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on materials per cent

Overheads and profit on plant services per cent and consumable stores

Overheads and profit on sub-contractors per cent

Revision of Schedule of Hourly Charges

Clause 5.6.3 Applies

Annual revision date To be confirmed

The basis of revision of the hourly charges shall be the Consumer Price Inflation rate for March each year, applicable from April for the financial year immediately following.

**OVERTIME WORK**

The percentage addition in respect of overheads and profit on non-productive overtime rates is per cent. Not applicable where an inclusive rate for such overtime is included in the schedule of Hourly Charges.

**INSURANCES**

(Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)

Contractors Public Liability Insurance: injury to persons or property. The required level of cover is not less than - £10,000,000.00 (Ten Million Pounds)

Employers Liability insurance shall be not less than - £5,000,000.00 (Five Million Pounds)

Percentage to cover professional fees 15 per cent

Insurance of existing structures - Clause 6.7A.1 Applies

Insurance of work or supply comprised in orders 6.7B Does not apply

Insurance of the work annual renewal date Does not apply

Terrorism cover - details of the cover required Pool Reinsurance cover is not required

**BREAK PROVISIONS - EMPLOYER OR CONTRACTORS**

(Clause 7.1)

The period of notice if less than 13 weeks 13 Weeks

### LIQUIDATED DAMAGES

Shall not apply

### RECTIFICATION PERIOD

Period: 12 Months from the date of completion of the individual floor.

### INTERIM PAYMENTS

Interim Valuation Dates:

* + The first Interim Valuation Date is: The last day of the month following issue start of works.
  + Thereafter at intervals of: Monthly. There will be no retention

### FLUCTUATIONS PROVISION

The following fluctuations provision applies: None.

Any incidental costs and overheads are to be included in the rates within the pricing schedules.

## THE CONDITIONS

## SECTION 1: DEFINITIONS AND INTERPRETATION

## APPLICABLE LAW

Amendments: None.

**SECTION 2: CARRYING OUT THE WORKS**

**SECTION 3: CONTROL OF THE WORKS**

**SECTION 4: PAYMENT**

**SECTION 5: MEASUREMENT AND VALUATION**

**SECTION 6: INJURY, DAMAGE AND INSURANCE**

**SECTION 7: BREAK PROVISION RIGHTS OF EACH PARTY**

**SECTION 8: TERMINATION FOR DEFAULT**

**SECTION 9: SETTLEMENT OF DISPUTES**

### JCT PUBLIC SECTOR SUPPLEMENT

Document: The JCT Public Sector Supplement 2016 - Fair Payment, Transparency and Building Information Modelling.

Fair Payment provisions Apply.

Transparency provisions Apply.

Building information modelling provisions Do not apply.

### EXECUTION

The Contract: Will be executed as a deed.

### CONTRACT GUARANTEE BOND

Contract Guarantee Bond: Does not apply

# TENDERING/ SUBLETTING/ SUPPLY

## MAIN CONTRACT TENDERING

## 110 SCOPE

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

### 145 TENDERING PROCEDURE

### General: In accordance with the principles of: regulation 27 of the Public Contracts Regulations 2015 and with the Council’s Contract Procedure Rules 160 EXCLUSIONS

### Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.

### Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

### 170 ACCEPTANCE OF TENDER

### Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.

### Costs: No liability is accepted for any cost incurred in the preparation of any tender.

### 190 PERIOD OF VALIDITY

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 6 months.

Date for possession/ commencement: See section A20.

## PRICING/ SUBMISSION OF DOCUMENTS

### 210 PRELIMINARIES IN THE SPECIFICATION

The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

### 250 PRICED DOCUMENTS

Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

Measurements: Where not stated, ascertain from the drawings.

Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.

Submit: With tender.

### 310 TENDER

General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

### 440 SCHEDULE OF RATES

Content: Provide rates for all significant items of work including at least the following:

Those contained within the pricing schedules.

Fully priced copy: Submit with the tender.

### 530A SUBSTITUTE PRODUCTS

Details: If products of different manufacture to those specified are proposed, submit details as a variant bid with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.

Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

### 550 HEALTH AND SAFETY INFORMATION

Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include:

* + A copy of the contractor's health and safety policy document, including risk assessment procedures.
  + Accident and sickness records for the past five years.
  + Records of previous Health and Safety Executive enforcement action.
  + Records of training and training policy.
  + The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

Submit: With the Tender.

### 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Content: Submit the following information within one week of request:

* + Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  + Details of the management structure and responsibilities.
  + Arrangements for issuing health and safety directions.
  + Procedures for informing other contractors and employees of health and safety hazards.
  + Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  + Procedures for communications between the project team, other contractors and site operatives.
  + Arrangements for cooperation and coordination between contractors.
  + Procedures for carrying out risk assessment and for managing and controlling the risk.
  + Emergency procedures including those for fire prevention and escape.
  + Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  + Arrangements for welfare facilities.
  + Procedures for ensuring that all persons on site have received relevant health and safety information and training.
  + Arrangements for consulting with and taking the views of people on site.
  + Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
  + Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
  + Review procedures to obtain feedback.

### 590 SITE WASTE MANAGEMENT PLAN

Person responsible for developing the Plan: The Contractor.

Content: Include details of:

* + Principal Contractor for the purposes of the plan
  + Location of the site.
  + Description of the project.
  + Estimated project cost.
  + Types and quantities of waste that will be generated.
  + Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
  + The use of appropriate and licensed waste management contractors.
  + Record keeping procedures.
  + Waste auditing protocols.

Additional requirements: None.

Submit with tender.

### 595A ENVIRONMENTAL POLICY

Employer’s Environmental Policy:

* + Location: See A11/180 and MDDC website
  + Evidence of compliance: Submit: With the tender.

### 599 FREEDOM OF INFORMATION

Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.

Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.

Confidentiality: Maintain at all times.

## A31 PROVISION, CONTENT AND USE OF DOCUMENTS

## DEFINITIONS AND INTERPRETATIONS

### 110 DEFINITIONS

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

### 120 COMMUNICATION

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in clause A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

### 130 PRODUCTS

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

### 135 SITE EQUIPMENT

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

### 140 DRAWINGS

Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.

CAD data: In accordance with BS 1192.

### 145 CONTRACTOR'S CHOICE

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

### 150 CONTRACTOR'S DESIGN

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

### 155 SUBMIT PROPOSALS

Meaning: Submit information in response to specified requirements.

### 160 TERMS USED IN SPECIFICATION

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.

Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.

Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Refix: Fix removed products.

Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

### 170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

* + Manufacturer: The firm under whose name the particular product is marketed.
  + Product reference: The proprietary brand name and/ or reference by which the particular product is identified.

Currency: References are to the particular product as specified in the manufacturer’s technical literature current on the date of the invitation to tender.

### 200 SUBSTITUTION OF PRODUCTS

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including:

* + manufacturer and product reference;
  + cost;
  + availability;
  + relevant standards;
  + performance;
  + function;
  + compatibility of accessories;
  + proposed revisions to drawings and specification;
  + compatibility with adjacent work;
  + appearance;
  + copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers’ guarantees: If substitution is accepted, submit before ordering products.

### 210 CROSS REFERENCES

Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.

Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

### 220 REFERENCED DOCUMENTS

Conflicts: Specification prevails over referenced documents.

### 230 EQUIVALENT PRODUCTS

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

### 240 SUBSTITUTION OF STANDARDS

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

Before ordering: Submit notification of all such substitutions.

Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

### 250 CURRENCY OF DOCUMENTS AND INFORMATION

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

### 260 SIZES

General dimensions: Products are specified by their co-ordinating sizes.

Timber: Cross section dimensions shown on drawings are:

* + Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  + Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

## DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER

### 450 MEASURED QUANTITIES

Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.

Precedence: The specification and drawings shall override the measured quantities.

### 460 THE SPECIFICATION

Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

### 480A TECHNICAL DOCUMENTS

Reference documents: Available for inspection by appointment during the normal office hours at the office of MDDC.

## DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS

### 630 TECHNICAL LITERATURE

Information: Keep on site for reference by all supervisory personnel:

* + Manufacturers' current literature relating to all products to be used in the Works.
  + Relevant British, EN or ISO Standards.

### 640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

Information location: In Building Manual.

Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: office hours only.

# A32 MANAGEMENT OF THE WORKS

## GENERALLY

### 110 SUPERVISION

General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.

Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

### 120 INSURANCE

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

### 130 INSURANCE CLAIMS

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

### 150 OWNERSHIP

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

## PROGRAMME/ PROGRESS

### 210A PROGRAMME

Immediately when requested and before starting work on site let the contract administrator and the tenant know when the works will start and be completed within each property. Due to the nature of the works being ad-hoc there is no requirement for a master programme, but the contractor will be required to make appointments with the tenant and to complete up to 10 floors per week

### 245 START OF WORK ON SITE

Notice: Before the proposed date for start of work on site give minimum notice of one week to the tenant. Appointments to be agreed with the tenant.

### 260 SITE MEETINGS

General: Site meetings will be held to review progress and other matters arising from administration of the Contract.

Frequency: Every month.

Location: MDDC offices.

Accommodation: Ensure availability at the time of such meetings.

Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.

Chairperson (who will also take and distribute minutes): Contract Administrator.

### 280 PHOTOGRAPHS

Number of locations: all kitchens and bathrooms.

Frequency of intervals: before and after for every floor.

Image format: digital.

Number of images from each location: minimum two.

Other requirements: None

### 290 NOTICE OF COMPLETION

Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.

Associated works: Ensure necessary access, services and facilities are complete.

Period of notice (minimum): 24 hrs.

### 310 EXTENSIONS OF TIME

Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.

Details: As soon as possible submit:

* + Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  + An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  + All other relevant information required.

## CONTROL OF COST

### 420 REMOVAL/ REPLACEMENT OF EXISTING WORK

Extent and location: Agree before commencement.

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

### 430 PROPOSED INSTRUCTIONS

Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.

### 440 MEASUREMENT

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

### 450 DAYWORK VOUCHERS

Before commencing work: Give reasonable notice to person countersigning daywork vouchers.

Content: Before delivery each voucher must be:

* + Referenced to the instruction under which the work is authorised.
  + Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.

Submit: By the end of the week in which the work has been executed.

### 470 PRODUCTS NOT INCORPORATED INTO THE WORKS

Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.

Evidence: When requested, provide evidence of freedom of reservation of title.

# A33 QUALITY STANDARDS/ CONTROL

## STANDARDS OF PRODUCTS AND EXECUTIONS

### 110 INCOMPLETE DOCUMENTATION

General: Where and to the extent that products or work are not fully documented, they are to be:

* + Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  + Suitable for the purposes stated or reasonably to be inferred from the project documents.

Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

### 120 WORKMANSHIP SKILLS

Operatives: Appropriately skilled and experienced for the type and quality of work.

Registration: With Construction Skills Certification Scheme.

Evidence: Operatives must produce evidence of skills/ qualifications when requested.

### 130 QUALITY OF PRODUCTS

Generally: New. (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

### 135 QUALITY OF EXECUTION

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Colour batching: Do not use different colour batches where they can be seen together.

Dimensions: Check on-site dimensions.

Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

### 140 COMPLIANCE

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:

* + Properties tested.
  + Pass/ fail criteria.
  + Test methods and procedures.
  + Test results.
  + Identity of testing agency.
  + Test dates and times.
  + Identities of witnesses.
  + Analysis of results.

### 150 INSPECTIONS

Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:

* + Date of inspection.
  + Part of the work inspected.
  + Respects or characteristics which are approved.
  + Extent and purpose of the approval.
  + Any associated conditions.

### 160 RELATED WORK

Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

* + Appropriately complete.
  + In accordance with the project documents.
  + To a suitable standard.
  + In a suitable condition to receive the new work.

Preparatory work: Ensure all necessary preparatory work has been carried out.

### 170 MANUFACTURER’S RECOMMENDATIONS/ INSTRUCTIONS

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

## SAMPLES/ APPROVALS

### 210 SAMPLES

Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:

* + To an express approval.
  + To match a sample expressly approved as a standard for the purpose.

### 220 APPROVAL OF PRODUCTS

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

### 230 APPROVAL OF EXECUTION

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

Complying sample: Retain in good, clean condition on site. Remove when no longer required.

## ACCURACY/ SETTING OUT GENERALLY

### 330 APPEARANCE AND FIT

Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:

* + Submit proposals; or
  + Arrange for inspection of appearance of relevant aspects of partially finished work.

General tolerances (maximum): To BS 5606, tables 1 and 2.

## SERVICES GENERALLY

### 445 SERVICE RUNS

General: Provide adequate space and support for services, including unobstructed routes and fixings.

Ducts, chases and holes: Form during construction rather than cut.

Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

## SUPERVISION/ INSPECTION/ DEFECTIVE WORK

### 530 OVERTIME WORKING

Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.

* + Minimum period of notice: To be agreed with tenant.

Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

### 540 DEFECTS IN EXISTING WORK

Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work: Do not execute work which may:

* + Hinder access to defective products or work; or
  + Be rendered abortive by remedial work.

### 560 TESTS AND INSPECTIONS

Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.

Records: Submit a copy of test certificates and retain copies on site.

### 610 DEFECTIVE PRODUCTS/ EXECUTIONS

Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

## WORK AT OR AFTER COMPLETION

### 710 WORK BEFORE COMPLETION

General: Make good all damage consequent upon the Works.

Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.

Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.

COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.

Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### 720 SECURITY AT COMPLETION

General: Leave the Works secure with, where appropriate, all accesses closed and locked.

Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

### 730 MAKING GOOD DEFECTS

Remedial work: Arrange access with the tenant and Contracts Administrator.

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

# A34 SECURITY/ SAFETY/ PROTECTION

## SECURITY, HEALTH AND SAFETY

### 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

Submission: Present to the Employer/ Client no later than two weeks before commencement of the works.

Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.

Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

### 150 SECURITY

Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.

Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

Special requirements: none.

### 170 OCCUPIED PREMISES

Extent: Existing buildings will be occupied and/ or used during the Contract as follows: fully occupied.

Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.

Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

### 200 MOBILE TELEPHONES AND PORTABLE ELECTRONIC EQUIPMENT

Restrictions on use:

Not to be used while work underway.

### 210 EMPLOYER’S REPRESENTATIVES SITE VISITS

Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

## PROTECT AGAINST THE FOLLOWING

### 330 NOISE AND VIBRATION

Standard: Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.

Noise levels from the Works: Maximum level: 84 dB(A) when measured from any adjoining room.

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

Restrictions: Do not use:

* + Percussion tools and other noisy appliances without consent during the hours of 5.00pm - 9.00am.
  + Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### 340 POLLUTION

Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.

Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

### 360 NUISANCE

Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

### 370 ASBESTOS CONTAINING MATERIALS

Duty: Report immediately any suspected materials discovered during execution of the Works.

* + Do not disturb.
  + Agree methods for safe removal or encapsulation.

### 371 DANGEROUS OR HAZARDOUS SUBSTANCES

Duty: Report immediately suspected materials discovered during execution of the Works.

* + Do not disturb.
  + Agree methods for safe removal or remediation.

### 380 FIRE PREVENTION

Duty: Prevent personal injury or death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

### 390 SMOKING ON SITE

Smoking on site: Not permitted.

### 400 BURNING ON SITE

Burning on site: Not permitted.

### 410 MOISTURE

Wetness or dampness: Prevent, where this may cause damage to the Works.

Drying out: Control humidity and the application of heat to prevent:

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

### 420 INFECTED TIMBER/ CONTAMINATED MATERIALS

Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.

Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.

### 430 WASTE

Includes: Rubbish, debris, spoil, surplus material, containers and packaging.

General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.

Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner:

* + Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  + Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.

Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

Waste transfer documentation: Retain on site.

## PROTECT THE FOLLOWING

### 510 EXISTING SERVICES

Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.

Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

Work adjacent to services:

* + Comply with service authority's/ statutory undertaker's recommendations.
  + Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

Identifying services:

* + Below ground: Use signboards, giving type and depth;
  + Overhead: Use headroom markers.

Damage to services: If any results from execution of the Works:

* + Immediately give notice and notify appropriate service authority/ statutory undertaker.
  + Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  + Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

### 560 EXISTING FEATURES

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

Special requirements: None.

### 570 EXISTING WORK

Protection: Prevent damage to existing work, structures or other property during the course of the work.

Removal: Minimum amount necessary.

Replacement work: To match existing.

### 580 BUILDING INTERIORS

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

### 600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

Extent: Before work in each room starts the Employer will remove the following:

Tenant will be responsible for moving and reinstating these items.

### 640 MATERIALS FOR RECYCLING/ REUSE

Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.

Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

# A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

### 170 WORKING HOURS

Specific limitations: 8.00am to 5.00pm Monday to Friday unless agreed with the Contract Administrator and Tenant.

# A36 FACILITIES/ TEMPORARY WORK/ SERVICES

## GENERALLY

### 340A NAME BOARDS/ ADVERTISEMENTS

Name boards/ advertisements: permitted.

## SERVICES AND FACILITIES

### 420A LIGHTING AND POWER

To be provided by the contractor via battery operated tools and lighting

### 440 TELEPHONES

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

# A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

## GENERALLY

### 110 THE BUILDING MANUAL

Responsibility: The Employer

Content: Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, including all buildings and their systems to enable efficient and safe operation and maintenance.

Specific requirements: Contractor to provide sufficient information.

Format: Word document.

Number of copies: Electronic.

Delivery to: Repairs Supervisor. By (date) upon completion.

### 115 HEALTH AND SAFETY INFORMATION

Content: Obtain and provide the following information: information for the building manual.

Format: Word Document.

Deliver to: Repairs Supervisor. No later than: upon completion.

### 155 CONTENT OF THE BUILDING MANUAL

General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.

Building fabric: Design criteria, maintenance details, product details, and environmental and trafficking conditions.

Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.

Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

### 160 PRESENTATION OF BUILDING MANUAL

Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.

As-built drawings: The main sets may form annexes to the Manual.

**B3 SCHEDULE THREE – CONTRACTORS CODE OF CONDUCT**

This code of conduct has been prepared to assist Tenants, Contractors and Trade operatives in their working procedures and to ensure that all concerned are aware of the standards which are required. It is expected that all Contractors dealing with Mid Devon District Council Houses will ensure their operatives are familiar with this code.

1. **Access**
   1. **Times** – visits should be made at reasonable times, except in emergencies. Working hours are to be between 8.00 am and 5.00 pm Monday to Friday and no weekend work will be permitted without the authorisation of the Client Officer and the agreement of the resident where internal works are involved. No major works should be undertaken or left incomplete over the weekend of any holiday period.
   2. **Access Arrangements** – call to carry out repairs should comply with any access instructions given.
   3. **Identity Cards** – All contractors, including sub-contractors and Consultant’s will have, identity cards. These should be shown to residents whether requested or not (this is to encourage awareness of the possibility of ‘confidence tricksters’). The identity cards should be heat-sealed with clear plastic to eliminate tampering and they should contain the contractors name, telephone number and directors signature as well as a clear passport type photograph of the user with his/her name. They should also be printed in Braille to assist the partially sighted.
   4. **Appointments** – Appointments should be made at least 7 days in advance of starting the works. Notice should be given to the tenant before commencing work.
   5. **Broken Promises** – having made arrangements, these must be kept since this item is a major source of complaint. If a broken arrangement is unavoidable then the contractor should:

* Firstly apologise to the tenant as quickly as possible
* Secondly explain the reason for the failure
* Thirdly make a new arrangement.
  1. **Parking** – vehicles should be parked in accordance with the Highway Code recommendations. Secondary and local accesses, footpaths, gateways, etc should also not be obstructed. Any ‘No Parking’ signs should be observed. Vehicles should not be parked on or be driven over District or County Mid Devon District Council landscaped areas unless this is essential for the purpose of the work to be undertaken. Special care should be taken in respect of the blind or partially sighted. Objects overhanging vehicles, such as ladders, are undetectable by the blind can cause serious injury. Health and Safety Regulation are common sense and contractors are expected to comply with them.

1. **Appointments**
   1. The contractor shall be responsible for arranging suitable times and dates with the residents, for pre-contract inspections and for works to be carried out. The

contractor should give seven days written notice of his intention to attend the dwelling, clearly stating the proposed time, date and purpose of the visit.

* 1. The contractor should enclose a prepaid, addressed card (with the Contractor’s address and telephone number on it), along with the written notice, to enable the tenant to propose alternative dates and times of access if the tenant is unavailable on the original time/date proposed.

If an agreed appointment time cannot be reached between the contractor and the tenant within the previously mentioned seven days, the contractor should contact the Client Officer to advise him of the problem. The Client Officer will then decide upon the appropriate course of action and notify the contractor.

* 1. Where an appointment has been agreed between the contractor and the tenant, or the Client Officer and the tenant, and access is denied or unavailable to the contractor, or other access problems occur, the contractor will be responsible for re-arranging access times with the tenant. An ‘Abortive Call’ card should be left at the dwelling on each occasion on which access cannot be obtained and/or where a pre-arranged appointment was made by the tenant but not kept by the tenant. Copies of these ‘Abortive Call’ cards are to be supplied to the Contracts Manager at HIS. The card should state when the contractor called (time and date) and should ask the tenant to contact the contractor within three days to arrange a further appointment.
  2. If the contractor is unable to agree a further appointment, which allows his contract programme to proceed as agreed with the Client Officer, he is to contact the Client Officer giving at least seven days notice of his preferred date of access. The Client Officer shall take such action as he considers appropriate and will notify the contractor.
  3. If the contractor fails to attend any appointment with the tenant, at the agreed time and date, then the contractor should make provision for reimbursing the tenant for any reasonable and provable financial loss such as loss of earnings. The contractor will make the Client Officer aware of any such claims.
  4. The Client Officer will refer to the contractor, any claims for loss or damage, received from the resident, which in the opinion of the Client Officer are reasonable claims. The contractor will pass these through to the contractor’s insurers for processing.

* 1. Where a tenant has made arrangements for the contractor to call but has left only a child in the dwelling, the contractor WILL NOT enter the premises. Where this occurs he should leave an ‘Abortive Call Card’ and let the contract administrator know of the issue.

1. **Behaviour**
   1. **Conduct to Avoid** – it is essential that the following is avoided:-
2. Rudeness and swearing.
3. Excessive noise including the use of radios (although the operative may seek the permission of the tenant to use a radio which should be kept at a reasonable volume).
4. Over familiarity.
5. Arguments and other aggressive behaviour
   1. **Home standards** – All of Mid Devon District Council’s properties are someone’s home and they are all equally entitled to their services and improvements. It is vital that the quality of workmanship remains uniformly high, regardless of the diverse lifestyles encountered in tenant’s homes.
   2. **Use of the Property** – unless the tenant gives instructions to the contrary, permission should be sought when wishing to come into the property (including the garden).
   3. **Draughts** – doors and windows should not be left open unnecessarily.
   4. **Smoking** – the contractor and his sub-contractors should not smoke inside any dwelling unless specifically invited to by the tenant. It is the tenant’s home and should not be abused in any way. It is not sufficient to simply ask the tenant if it is OK to smoke as the tenant may not feel that he/she has the power to refuse
6. **Tenants Effects**
   1. **Protection of Furniture etc** – ‘tenants’ furniture and carpets should be protected by dustsheets. Trade operatives are expected to move large items of furniture etc but not to lift fitted carpets. If breakable items are present the tenant should be requested to move them to a safe place. If the contractor has any serious concerns photographs should be taken prior to starting work. Where laminate flooring has been laid by the tenant this shall not be disturbed by the contractor and shall remain the responsibility of the tenant.
   2. **Gardens, Damage to Plants, Trees, and Paths etc** – should be avoided as far as is possible. If some damage is inevitable, this should be discussed and agreed with the tenant before work starts.
   3. **Materials** – any equipment or materials should not be left in a hazardous or inconvenient position within the property and agreement should be reached with the tenant on the placing of such items.
   4. **Tools** – the trade operatives are expected to use their own equipment. If power is required then a generator or battery tools should be used. The contractor is not to use the electricity supply in the tenant’s home and no reimbursement of money for any electricity used is to be offered.
   5. **Safety** – if a hazard is created by the work, then the contractor must ensure that adequate warning is given and a safe method of work is agreed with the contact administrator. Obviously, particular attention needs to be given to any vulnerable groups. Work must be carried out in accordance with the Health and Safety at Work Act and all other safety legislation. Contractors are expected to make all trade operatives and sub-contractors aware of such requirements.
   6. **Security** – Ladders should be removed from site overnight or securely locked to prevent misuse.
7. **Other Problems which can occur**
   1. **Additional Jobs** – tenants often require further works to be carried out whilst the operative is at the property. Emergency work that is discovered must be made safe but in other circumstances the tenant should report the additional defects to our offices in the normal manner.

The trade operative should not volunteer to pass on a report on behalf of the tenant as this can lead to errors.

The operative should also avoid expressing opinions on the nature or extent of works required or the responsibilities of Mid Devon District Council or it’s staff with regard to repairs, as this may contradict policy or the diagnosis of specialists visiting and prejudice the expectations of the tenant.

* 1. **Parts** – if parts are required for a job and these are not readily available then the tenant should be advised that this is the case and given some indication of the likely time-scale. An alternative access arrangement may also be required and should be arranged with the tenant.
  2. **Old Materials and Rubbish** – arising from the work should be cleared on a daily basis unless other arrangements are made with the tenant.

1. **Leaving the property**
   1. **Completed Work** – once a job is completed, make sure the tenant is satisfied with the work and check that all services, which were involved, are in working order.
   2. **Incomplete Work** – if it is not possible to complete the work, the trade operatives are required to ensure that the property is safe and proper arrangements made with the tenant for completion of the work. The property must be left habitable over night and at weekends.
2. **Conclusion**
   1. It may appear that all the obligations in this code fall upon the contractor and trade operatives. It is, however, hoped that residents will give similar courtesy and respect to anyone working in their homes. Our experience shows that, in general, people do respond to being treated properly and this can only be good for all concerned.
   2. Your help in achieving the aims of a first class repairs and maintenance service would be appreciated.
   3. Mid Devon District Council may amend or add to this code at any time but will ensure that residents and contractors are advised of the changes.

B4 Schedule Four

Pre-Construction Health and Safety Information Pack

Pre-Construction Health and Safety Information

For

Vinyl Flooring Works to Kitchens and Bathrooms 2021 – 2024

To Various Council Properties

Status: Pre-Construction

Issue:

Rev: 0

Date: June 2020

**Contents Amendment Record**

This Pre-Construction information and Health and Safety Requirements document has been issued and amended as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **ISSUE** | **REVISION** | **DATE** | **SIGNED** |
|  |  |  |  |
| Tender Issue | 0 | June 2020 |  |

**Contents**

**Section 1.0: Description of the Project**

1.1 Introduction

1.2 Tender Process

1.3 Developing the Plan

1.4 Project Description

1.5 Extent and Location of Existing Records and Plans

1.6 Project Directory

**Section 2.1: Client’s Considerations and Management Requirements**

2.1 Structure and Organisation

2.2 Safety Goals for the Project

2.3 Arrangements for Monitoring and Review

2.4 Permits and Authorisation Requirements

2.5 Emergency Procedures

2.6 Site Rules and Other Restrictions on Contractors, Suppliers and Others

2.7 Arrangements for Liaison between Parties

2.8 Security Arrangements

2.9 Access Arrangements

2.10 Traffic and Pedestrian Routes

2.11 Working House

2.12 Location of Temporary Accommodation

2.13 Welfare Facilities

**Section 3.0: Environmental Restrictions and Existing on Site Risks**

3.1 Boundaries and Access

**Section 4.0: Design and Construction Hazards**

4.1 Arrangements for Co-Ordinating On-Going Design Work

4.2 Information on Significant Risks Identified During Design

4.3 Materials Requiring Particular Precautions

4.4 The Work at Height Regulations 2005

4.5 Project Review and Monitoring

**Section 5.0: The Health and Safety File**

5.1 Format and Contents

5.2 Final Copies of the File

5.3 Presentation of the File

**Appendices – Pre-Construction Information**

A The Contents of the Health and Safety Plan

B What Principal Contractors Must Do

C Information to be returned within the Construction Phase Health and Safety Plan.

**1.1 Introduction**

This Document has been prepared in accordance with the Construction (Design and Management) Regulations 2015. It contains information necessary to indicate the general H&S arrangements to be adopted and to provide suitable and necessary pre-construction information.

The Principal Contractor will be required to provide an adequate construction phase Health and Safety Plan prior to construction and throughout the project duration to demonstrate compliance with all relevant Health and Safety legislation, appropriate to the nature and scale of the project.

In line with the Construction Design and Management Regulations 2015 you will be classified as the Principal Contractor (PC) for the purposes of this contract and as such take on the duties/responsibilities as prescribed to that position within the legislation.

The Principal Contractor is responsible for all of the Health Safety and welfare of the works as well as planning, management monitoring and co-ordinating the construction phase of these works that are being carried out at the homes covered by the contract. This includes

* Liaising with the client and principal designer
* Preparing the construction phase plan
* Organising co-operation between contractors and co-ordinating their work

The Principal Contractor must ensure that

* Suitable site inductions are provided
* Reasonable steps are taken to prevent unauthorised access
* Workers are consulted and engaged in securing their Health and Safety
* Welfare facilities are provided

MDDC will not be responsible for any Health and Safety breach by the contractor or anyone he has responsibility for during the construction phase, even where the contractor does not have sufficient information to carry out the works. Where there is insufficient information the contractor is to stop work and inform the contract administrator.

Details of the works to be undertaken are included in 1.4 below.

**1.2 Tender Process**

The tender process included for the provision by the tenderers of sufficient information to enable the suitability of the proposed Principal Contractors to be ascertained in respect of the following:

* Competency to act as a “Principal Contractor” in relation to the area of works required.
* Details of resources that will be available to fulfil the role of “Principal Contractor” and whether outside resources will be used.
* Illustrate a sound understanding of all duties conferred by CDM in relation to the role of and “Principal Contractor”.

As a consequence, suitable information is to be supplied to satisfy the above.

Prior to the commencement of the Construction Phase, the Principal Contractor must allow 10. working days prior to the commencement date to enable the Principal Designer to acknowledge receipt of the Construction Health and Safety Plan, and assist the contractor by providing additional information as may be required, to ensure the Plan is adequate prior to commencement.

**1.3 Developing the Plan**

The Principal Contractor has a duty to develop and build upon the Plan provided by the PD to include:

1.3.1 Alterations in method or sequence of work, which could affect Health and Safety.

1.3.2 Contractors detailed Health and Safety procedures. Including but not limited to Risk Assessments, Methods statements and Plans of Work

1.3.3 All current relevant legislation and good practice.

1.3.4 Further risks known to the contractor but not included in the Plan including the risks that may be created for others.

1.3.5 The Construction Phase Health and Safety Plan is to include as a minimum those items contained in Appendix A. The proposed format is not mandatory but the topics and areas mentioned must be included and suitably covered.

**1.4 Project Description**

* + 1. Mid Devon District Council (“The Authority”) has a requirement to provide new vinyl sheet flooring as part of its responsive, void and disabled facility grant works over the next 4 years to Council Properties throughout the district.
    2. In some cases there may be a requirement to carry out a refurbishment and demolition survey of any property that has not been surveyed previously, in accordance with the Health and Safety Executive’s book Asbestos: The Survey Guide and HSG 264.

1.4.5 The programmed commencement and completion dates for the works are as follows:

Start 5 April 2021 – Completion 31 March 2024

1.4.6 The programme must allow for sufficient time for the suitable development of the Construction Phase Health and Safety Plan prior to the actual start on site. Suitable periods for the construction works to be carried out properly and to ensure that all health and safety considerations can be ascertained and implemented will need to be included within the programme duration also.

**1.5 Extent and Location of Existing Records and Plans**

The Principal Contractor should liaise with the Client’s representatives to obtain all relevant information relating to the building and its environs.

**Client:** Mid Devon District Council

Phoenix House

Phoenix Lane

Tiverton

Devon

EX16 6PP

Contact: Mitchell Frost

Tel: 01884 233018

**Contract Administrator** Mid Devon District Council

Phoenix House

Phoenix Lane

Tiverton

Devon

EX16 6PP

Contact: Mitchell Frost

Tel: 01884 233018

**Principal Designer (PD)** Mike Lowman

Mid Devon District Council

Phoenix House

Phoenix Lane

Tiverton

Devon

EX16 6PP

Contact: Mitchell Frost

Tel: 01884 233018

**2.0 Clients Considerations and Management Requirements**

**2.1 Structure and Organisation**

The Contract Administrator will have regular liaison with the Principal Contractor to ensure co-ordination of all matters on site.

The Contract Administrator will channel formal instructions to the Principal Contractor and other contractors.

The Principal Contractor (PC) is required to ensure that the Principal Designer is made aware of any event in which Health and Safety concerns are raised during the works.

The Principal Contractor will formally induct all parties working or otherwise on the site. Records shall be kept in the Plan.

The Principal Contractor shall provide details of how H&S matters on site will be structured and managed, including arrangements for management and liaison.

Details shall also be provided in relation to the general H&S policy of the company, including a clear definition of how H&S is monitored and any safety goals that are utilised.

All details provided shall clearly illustrate how the Principal Contractor will ensure that liaison between all parties takes place, including those operated on site by the Client.

**2.2 Safety Goals for the Project**

2.2.1 Overall Goals

* To ensure that the works are undertaken with the minimum of disruption to adjacent public, and the staff working within the area of the site.
* To avoid accidents, incidents or near misses to operatives, and the public etc.
* To provide a clean, tidy and safe working environment to enhance the reputation of all parties.
* To ensure that proper consideration and allocation of resources is provided prior to arranging to carry work.
* To undertake careful planning of the work and adequate management procedures are in place to provide a safe environment for all.

In relation to the operation of the CDM Regulations, the aim is to integrate health and safety into the management of the project and to encourage everyone involved to work together to:

a. improve the planning and management of projects from the very start;

b. identify risks early on so that they can be eliminated or reduced at the design or planning stage and the remaining risks can be properly managed;

c. target effort where it can do the most good in terms of health and safety; and

d. discourage unnecessary bureaucracy.

**2.3 Arrangements for Monitoring and Review**

2.3.1 Monitoring on Site

The Principal Contractor will be required to carry out a daily Health and Safety check of all site areas using an agreed pro-forma and maintain a copy in the Plan for inspection. Proposed documentation will need to be submitted to the PD for receipt only. The PD will not approve the documentation.

In addition, the Principal Contractors ‘Contracts Manager’ and / or Safety Officer is expected to carry out their own site audit and provide copies of such reports to the PD. In consideration of the project programme this must occur at least monthly during the programme, or shorter period as appropriate.

The Principal Contractor must allow for daily liaison with the Client’s representatives on site.

The PD may also visit site during the works to report upon the maintenance and development of the Health and Safety Plan by the Principal Contractor against the work in progress.

**2.4 Permits and Authorisation Requirements**

Within the contract it is envisaged that written permits to work will need to be provided where there are hot works, works to the electrics or gas being carried out and working at height. Where it is intended to use scaffold the scaffolding company are to provide a completion certificate indicating that the scaffold is complete and safe to work from prior to any works from the scaffold. The scaffold is to be inspected before each use and fully inspected weekly to ensure that it is still safe to use.

**2.5 Emergency Procedures**

The Health and Safety Plan will need to include details of the following in case of emergency:

* Incident process.
* Site personnel responsibility process
* Appointed qualified First Aider
* Emergency contacts for local doctor and hospital.
* Emergency contact details for all site personnel and management.
* Site register of employees

**2.6 Site Rules and Other Restrictions on Contractors, Supplies**

The following is a list of site rules, which should be included within the Principal Contractor’s own Site Rules, Health and Safety Plan and Induction Procedure.

Each site to have a nominated foreman to confirm the site induction procedure. Induction records shall be kept in the H&S Plan.

All contractors’ personnel to wear uniform and have ID cards that also have Braille displayed at all times.

The Principal Contractor shall report any accidents resulting in major injury (see R.I.D.D.O.R) to the PD. All accidents (and near misses) however should be included within the site Accident Book.

All footpath and roads shall remain clear.

No smoking on site.

**2.7 Arrangements for Liaison Between Parties**

The Principal Contractor is fully responsible for the management of Health and Safety Legislation on site, for ensuring that a Construction Phase Health and Safety Plan is prepared for any design items, providing Risk Assessments and Method Statements and Plans of Work prepared by themselves or any Contractor or Sub-Contractor employed on the site where there are Health and Safety hazards or implications and for providing the PD with copies before carrying out the work.

The Principal Contractor is responsible for bringing to the attention of the PD any unforeseen eventualities during the execution of the work that could have implications under Health and Safety and the CDM Regulations.

**2.8 Security Arrangements**

The Principal Contractor will be responsible for maintaining site and building security during the works. Accordingly, details of how it is proposed to maintain security and to restrict access to the working areas are to be provided and included in the Construction Phase Health and Safety Plan.

**2.9 Access Arrangements**

The Principal Contractor is to agree with the client project manager access arrangements. Appointments are to be arranged by the contractor prior to starting works

**2.10 Traffic and Pedestrian Routes**

When considering the methods to be employed relating to vehicle movement, consideration shall also be made to preventing hazards to traffic and pedestrians, especially relating to delivery vehicles.

A detailed method statement is to be submitted on how site traffic will be managed safely for the protection of residents and visitors and site operatives.

No deliveries are to be made between school arrival and departure times 8.30 – 9.30 and 15.00 – 16.00

**2.11 Working Hours**

Weekday working hours to be between 8.00am and 5.00pm and also agreed with CA.

**2.12 Location of Temporary Site Accommodation**

All site stores etc, will be restricted and location agreed with the client project manager.

**2.13 Welfare Facilities**

The Principal Contractor is to submit details on how they propose to meet their obligations in relation to providing site facilities including welfare and sanitary accommodation for their staff on site.

**3.0 Environmental Restrictions and Existing on Site Risks**

**3.1 Boundaries and Access**

Contractor’s traffic must not obstruct public roads.

**4.0 Design and Construction Hazards**

**4.1 Arrangements for Co-ordinating on-Going Design Work**

The Principal Contractor must notify the PD if any changes to the method and scope of work are likely to affect the designer’s initial considerations and / or may require further co-ordination as the works are progressing.

The Principal Contractor will assess the Health and Safety implications of any contract instructions and advise the Contract Administrator, prior to execution, of any significant risks.

**4.2 Information on Significant Risks Identified During Design (Health and Safety Risks)**

* Working at height
* Falling objects
* Lifting and carrying
* Working over open and fragile structures
* Demolition
* Working adjacent electrical cables and gas supply pipes
* Working with power tools
* Working in occupied homes
* Working in occupied homes where vulnerable residents, children or members of the public may be present.
* There are several schools located within the immediate vicinity of the homes being worked in.
* The asbestos register for each property will be provided after award of the contract. The Contractor is to be aware that this is based upon a sample survey.
* Vulnerable tenant and potential risk tenant’s list will be provided after award
* Working with chemicals.

**4.3 Materials Requiring Particular Precautions**

The Principal Contractors attention is drawn to the requirement to identify any materials and products that are proposed to be used during the construction works that are considered to potentially pose a hazard to Health and Safety, and will require consideration if terms of transporting, storing, handling and disposal.

The Principal Contractor will be expected to clearly demonstrate that alternatives have been explored and to give reasons why those alternatives are thought unsuitable. Sufficient information shall be provided upon specific handling requirements and methods for operating safely for any materials that continue to pose risks in terms of health and safety that cannot be substituted for alternatives.

The Principal Contractor shall ensure that the requirements of the Control of Substances Hazardous to Health Regulations (COSHH) 1998, and as amended 2002 are fulfilled for all materials used on the project including any material, dust and fumes generated as a result of construction operations.

COSHH records should be maintained with the Health and Safety Plan.

**4.4 The Work at Height Regulations 2005**

4.4.1 Whilst the fact that where the works are to be undertaken at height there is a clear identifiable risk, the Principal Contractor will be required to pay particular attention to the control measures required to mitigate any risks associated with working at height.

The regulations apply to all work at height where there is a risk of a fall liable to cause personal injury and accordingly all activities to be undertaken should be considered, not just those directly associated with the works directly. The Principal Contractor will therefore be expected to include the following within their Health and Safety Plan to clearly identify how they have complied with the duties conferred by the WAHR 2005, particularly in respect of the following:

* All work at height is properly planned and organised;
* All work at height takes account of weather conditions that could endanger health and safety;
* Those involved in work at height are competent;
* The risks from work at height are assessed and appropriate work equipment is selected and used;
* The risks from fragile surfaces are properly controlled; and
* Equipment for work at height is properly inspected and maintained.

Information upon the processes for dealing with the above and how risks will be assessed on an on-going basis will be required and is to be provided to the PD.

**4.5 Project Review and Monitoring**

There shall be a regular monitoring and review of health and safety aspects of the works by the Principal Contractor and Contractors during the construction period. Any significant matters affecting health and safety arising during these meetings shall be reported to the Principal Contractor’s Health and Safety Advisor and the PD as necessary.

**5.0 The Health and Safety File**

**5.1 Format and Contents**

There will be a File generated for this project, to be co-ordinated by the PD. The contents of the File will need information to be provided by the Designers and the Principal Contractor for this project in accordance with the format detailed in this Plan. Accordingly, sufficient information is to be provided to the PD by the Principal Contractor, who will co-operate fully in the collation of the File, providing all reasonable information requested of them.

The Health and Safety file should include information about all of the following topics, where relevant to the health and safety of any future construction work. The level of detail to be included within the file should be proportionate to the risks likely to be involved in such future works.

a. A brief introduction to the project including a description of the work that has been undertaken.

b. Residual hazards and how they have been dealt with (for example, surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services, etc).

c. Key structural principle incorporated in the design of the structure (for example bracing, sources of substantial stored energy, including pre or post tensioned members) and safe working loads for floors and roofs, particularly where these restrictions would preclude the placing of scaffolding, plant of machinery there in the future.

d. Any hazards associated with the materials used (for example hazardous substances, special coatings which should not be burnt off).

e. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).

f. Health and safety information about equipment provided for cleaning or maintaining the structure.

g. The nature, location and markings of any significant services including fire-fighting services.

h. Information and as built drawings of the structure, its plant and equipment (for example the means of safe access to and from service voids, fire doors and compartmentalisation).

The Principal Contractor and the other contractors are required to obtain or prepare all the information to be included in the File, produce the required number of copies of the manual (3) and submit them to the CDM Co-ordinator for delivery to the Client.

A complete draft of the manual must be submitted to the PD for comment not less than two weeks before the date for submission of the final copies of the manual. Do not proceed with production of the final copies of the manual until authorised to do so by the PD.

**5.2 Final Copies of the File**

Provide the PD with three copies not less than one week before Practical Completion of the final Phase

**Part 1** Introduction (to include)

a. A description of the works.

b. Copies of all consents and approvals obtained (where applicable).

**Part 2** Building Fabric (to include)

a. Copies of manufactures current literature for the products used on the project, including COSHH data sheets and recommendations for cleaning and maintenance.

b. Names, addresses, telephone and fax numbers of all sub-contractors, suppliers and manufacturers.

c. Copies of all insurances, guarantees, warranties and maintenance agreements offered by sub-contractors and manufacturers.

d. Copies of all test certificates and reports required in the specification.

e. Details of all risks persisting and what control measures are needed for the repair, maintenance and cleaning of the elements.

f. Of any Health and Safety features included in the works and information on their use, maintenance, testing regime, etc.

**5.3 Presentation of the Health and Safety File**

The files are to be contained in A4 size, plastic covered, loose leaf, four ring binders with hard covers, indexed, divided and appropriately cover titled. Selected drawings larger than A4 are to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings, or contained in “punched pocket” holders, which must be labelled with the drawing details. An electronic copy may also be provided as an alternative.

**Appendix A**

**The Contents of the Construction Phase Health and Safety Plan**

When drawing up the construction phase plan, you should consider each of the following topics. Information should be included in the plan where the topic is relevant to the work proposed. The plan sets out how health and safety is to be managed during the construction phase. **The level of detail should be proportionate to the risks involved in the project.**

**Construction Phase Plan**

**1. Description of the Project**

a. Project description and programme details including any key dates;

b. Details of client, PD, designers, principal contractor and other consultants;

c. Extent and location of existing records and plans that are relevant to health and safety on site, including information about existing structures when appropriate.

**2. Management of the Work**

a. Management structure and responsibilities;

b. Health and safety goals for the project and arrangements for monitoring and review of health and safety performance;

c. Arrangements for:

* Regular liaison between parties on site;
* Consultation with the workforce;
* The exchange of design information between the client, designers, PD/CDM Co-ordinator and contractors on site;
* Handling design changes during the project;
* The selection and control of contractors;
* The exchange of health and safety information between contractors;
* Site security;
* Site induction;
* On site training;
* Welfare facilities and first aid;
* The reporting and investigation of accidents and incidents including near misses;
* The production and approval of risk assessments and written systems of work;
* Site rules;
* Fire and emergency procedures.

**3. Arrangements for Controlling Significant Site Risks**

a. Safety risks, including:

* Delivery and removal of materials and work equipment taking account of any risks to the public, eg during access to or egress from the site;
* Preventing falls and objects from falling;
* Control of lifting operations;
* Asbestos
* The maintenance of plant and equipment;
* Traffic routes and segregation of vehicles and pedestrians;
* Storage of materials and work equipment;
* Working in occupied homes
* Working with vulnerable individuals
* Demolition;
* Any other significant safety risks.

b. Health risks, including:

* Layout and format;
* Arrangements for the collection and gathering of information;
* Storage of information.
* Use of chemicals

**Appendix B**

**What Principal Contractors Must Do**

**The Principal Contractors must:**

1. Satisfy themselves that clients are aware of their duties that a PD has been appointed and HSE notified before they start work.

2. Make sure that they are competent to address the health and safety issues likely to be involved in the management of the construction phase.

3. Ensure that the construction phase is properly planned, managed and monitored, with adequately resourced, competent site management appropriate to the risk and activity.

4. Ensure that every contractor who will work on the project is informed of the minimum amount of time which they will be allowed for planning and preparation before they begin work on site.

5. Ensure that all contractors are provided with the information about the project that they need to enable them to carry out their work safely and without risk to health. Requests from contractors for information should be met promptly.

6. Ensure safe working and co-ordination and co-operation between contractors.

7. Ensure that a suitable construction phase health and safety plan (‘the plan’) is:

a. prepared before construction work begins;

b. developed in discussion with, and communicated to, contractors affected by it;

c. implemented; and

d. kept up to date as the project progresses.

8. Satisfy themselves that the designers, contractors and Sub contractors that they engage are competent and adequately resourced.

9. Ensure suitable welfare facilities are provided from the start of the construction phase.

10. Take reasonable steps to prevent unauthorised access to the site.

11. Prepare and enforce any necessary site rules.

12. Provide (copies of, or access to) relevant parts of the plan and other information to contractors, including the self-employed, in time for them to plan their work.

13. Liaise with the PD on design carried out during the construction phase, including design by specialist contractors, and its implications for the plan.

14. Provide the PD promptly with any information relevant to the health and safety file.

15. Ensure that all the workers have been provided with suitable health and safety induction, information and training.

16. Ensure that the workforce is consulted about health and safety matters.

17. Display the project notification on site.

**Appendix C**

**Information to be returned with the Tender Submission**

**The following updated information should be provided.**

Details sufficient to illustrate:

1. Competency to act as a ‘Principal Contractor’ in relation to the area of works required.

2. Details of resources that will be available to fulfil the role of ‘Principal Contractor’ and whether outside resources will be used.

3. Illustrate a sound understanding of all duties conferred by CDM Regulations in relation to the role of and ‘Principal Contractor’.

**Safety Record**

Provide details of all accidents, convictions, prosecutions and prohibition served upon your company over the past 3 years.

**Resources**

Please provide details of key personnel to be employed on site with particular reference to Health and Safety Management and training provided. Confirmation of a valid CSCS Certificate and grade should be included.

All contractors/sub-contractors working on MDDC properties will hold a current ‘Asbestos Awareness’ certificate. This certificate will need to be refreshed annually and evidenced

**Occupational Health and Safety Advice**

Confirmation of who will provide Health and Safety advice and their qualifications.

**Construction Phase Health and Safety Plan**

Please provide a detailed contents list for your proposed format of the Construction Phase Health and Safety Plan (see also Appendix A).

**Additional Information**

Further information may be requested.